



**REQUEST FOR PROPOSALS**  
**For**  
**Security Services – Mildred L. Lillie Building**



**RFP No. 2022-001**

**Executive Office**

**LOS ANGELES COUNTY LAW LIBRARY**

**Released on January 21, 2022**

**SECURITY SERVICES**

**REQUEST FOR PROPOSAL (RFP)**

Dear Proposers:

The Los Angeles County Law Library (hereinafter referred to as "LA Law Library") is requesting proposals from a qualified public entity or private firm, to establish a contract for security services. The term is expected to be for three (3) years with two (2) one-year options to renew.

## **1. BACKGROUND**

Established in 1891, LA Law Library operates under the California Business and Professions Code, Section 6300 et seq. as an independent public agency. A seven-member Board of Trustees sets policy and appoints the Executive Director. The Board consists of five Superior Court judges appointed from the Superior Court Bench and two attorneys appointed by the County Board of Supervisors.

LA Law Library is a vibrant community education center in Los Angeles County and a leader in providing public access to legal knowledge, putting national and international sources of law into the hands of those seeking legal information. In addition to acting as the curator and cultivator of a superior collection of legal resources comprised of nearly one million volume equivalents -- including one of the nation's largest foreign and international law collections, LA Law Library serves as a gateway to legal information and a navigator facilitating access to the legal system for those who do not have or cannot afford legal representation. Our staff receives more than one hundred thousand patron visits annually, and the number continues to grow daily as new programs and workshops are developed with the assistance of our many partners to provide innovative legal research technology and services. These critical community efforts depend on revenue from civil court filing fees as well as private donations. For additional information on LA Law Library, please visit [www.lalawlibrary.org](http://www.lalawlibrary.org) or call 213.785.2529.

## **2. SCHEDULE OF EVENTS**

This request for proposal will be governed by the following schedule:

Release of RFP	April 11, 2022
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Proposals are Due	<u>April 25, 2022</u>
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Dates are subject to change at the discretion of LA Law Library

## **3. SCOPE OF WORK**

LA Law Library is requesting proposals to provide security services for our main downtown location at 301 West 1<sup>st</sup> Street in Los Angeles.

## **SERVICES**

- LA Law Library is requesting onsite security services of one Post Commander (or lead position) and up to three regular officers during regular business hours, with occasional additional staffing for larger events. All positions are unarmed.
- The Post Commander will report directly to the Senior Director for post orders.
- Regularly patrol and monitor library building interior and exterior.
- Observe and resolve any incidents out of compliance with library Rules of Conduct (RoC).
- Trespass any individual from premises and call police when necessary.
- Perimeter checks including exterior of buildings for vandalism and other unusual conditions.
- Respond to calls for service within LA Law Library from both library staff and the public.
- Report security and public safety problems to LAPD immediately.
- Report security problems to the Senior Director or his/her designee immediately after contacting LAPD.
- Complete, sign, and provide reports such as Daily Activity Reports (DAR), Contact Reports and Incident Reports for any incidents and occurrences at the end of each day's shift. Report are submitted to the library electronically using the system provided by the library.
- Report damage problems to the Senior Director and Facility Manager.
- Assist with onsite private parking assignments/enforcement.
- Perform other duties as assigned by Senior Director and/or LAPD.

## **SECURITY GUARD REQUIREMENTS**

- Be a legal resident of the United States.
- Pass criminal background check.
- Maintain a current State of California guard card and maintain appropriate certifications for safety such as CPR, etc.
- Be pleasant and courteous to patrons and staff at all times.
- Be sensitive to the diversity of patrons and staff.
- Be physically and emotionally capable of performing assigned tasks.
- Effectively communicate and follow written and oral instructions in English.
- Be able to perform duties outlined with authority; quickly and quietly using de-escalation protocols to avoid being abusive, abrasive, or threatening.
- Discourage individuals from gathering/behaving in a disruptive way or in any way that disturbs other patrons.
- Report to the site on or before the designated shift start in full uniform and ready to begin the scheduled shift.
- Check the desk book prior to each shift for any updates and/or additional duties and initial new pages to confirm new orders were read and understood. Any questions should go to the Senior Director.
- Accurately document all time worked and submit timecards as required with a copy to the Senior Director.
- Request the assistance of LAPD if any individual becomes abusive or unmanageable.
- Ensure that the Senior Director or his/her designee have the on-duty security guard's cellular phone number.
- Respond to each non-emergency call within five (3) minutes. .

- Attend mandatory library safety trainings that are paid for by the library.

## **PROHIBITIONS**

- Unarmed security guard(s) employed for the purpose of performing duties under the Contract shall not:
  - Carry a firearm, Taser, or any other weapon unless authorized in writing by LA Law Library.
  - View their cellphone screen, wear headphones, listen to music, smoke, groom, or read unauthorized materials while on duty.
  - Conduct personal phone calls except in the event of an emergency while ensuring coverage by other officers on duty.
  - Enter any area designated “off limits” except as needed to respond to an emergency.
  - Bring any type of electronic equipment, device, machine, or appliance for personal use onto library property without prior approval from the library designee.
  - Bring visitors (including friends, children and relatives) onto the work site.
  - Use any library equipment (copy machines, computers, etc.) unless authorized by library staff.
  - Use any library telephone, except as specifically needed to perform assigned duties and/or unless authorized by library staff.
  - Attempt to force or enforce corrective action, other than escorting individuals from the premises.
  - Have any convictions or outstanding warrants for felonies, crimes of moral turpitude, or crimes involving violence.
  - Accept any gifts or gratuities from Law Library staff or patrons.

## **CONTRACTOR RESPONSIBILITIES**

- Contractor shall ensure that all assigned unarmed security guards:
  - Are physically able to perform all of the required duties.
  - Have the ability to communicate with the Senior Director and/or other authorized staff at all times during their shift
  - Ensure all posted officers maintain the required licenses and/or certifications required under this agreement prior to assignment.
  - Have been thoroughly:
    - i. Trained in their capacity as security guards
    - ii. Trained in the requirements of this Contract
    - iii. Trained on the facilities included under this Contract
    - iv. Trained on the procedures included under this contract
- Contractor shall immediately remove any unarmed security guard from assignment upon instruction by the Senior Director.

- Contractor must change, add, delete, or modify assignments as requested and directed by the Senior Director or his/her designee.
- Contractor shall provide each guard with:
  - A cell phone.
  - Appropriate report forms.
  - “Soft Look” Uniforms including Blazer, Slacks, White Shirt & Tie: Uniforms will be cleaned and/or replaced at the Contractor’s expense to maintain a neat and professional appearance. LA Law Library reserves the right to approve or have input on uniform style, color, appearance, and proper fit.
  - The emergency telephone number for the Contractor and principal representatives of the Contractor.
  - A copy of their company rules and operating procedures. Provide a copy of each to the Senior Director as well.
- Contractor shall:
  - Assign fully-trained, unarmed security guard(s) for the assignment.
  - Ensure that each unarmed security guard has a copy of the post orders for the assigned location.
  - Ensure that unarmed security guards remain on duty and are performing the assigned duties throughout the entire designated shift. Late arrivals and absences are not acceptable and must be documented in the DAR.
  - Ensure bi-monthly onsite visits by area supervisor to check procedures, reports and training are up to date.

## **SCHEDULING**

- Contractor must have two unarmed security guards scheduled 40 hours per week or as otherwise approved by the library, and two part-time security guards, the hours will be staggered and may include nights and weekends.
- Contractor must comply with overtime laws and regulations of the State of California. Any overtime must be authorized in writing by the Senior Director prior to each occurrence.
- LA Law library, at its option, may adjust the schedule at any time during the term of the Contract upon written notice to the Contractor.
- LA Law Library, at its option, may adjust the designated tasks at any time during the term of the Contract upon written notice to the Contractor.

## **GUARD POST ORDERS**

- General content of Guard Post Orders:
  1. Guard Duties
  2. Emergency Notification Telephone Numbers and Procedures
  3. Hours of Operation
  4. Facility Maps
  5. Specific Attention Items
  6. Special instructions issued from time to time.

- A copy of the Guard Post Orders will be provided to the Contractor and security guard(s).
- An additional copy of the Guard Post Orders will be provided at a designated location on site.

#### **4. PROPOSAL FORMAT GUIDELINES**

Interested entities or contractors are to provide LA Law Library with a complete proposal using the following guidelines:

Proposal should be straightforward, concise and provide “layman” explanations of any technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. The following proposal sections are to be included in the Proposer’s response:

- **Vendor Application Form**

Complete Appendix A, “Request for Proposal-Vendor Application Form” and attach this form to a cover letter, signed by an individual authorized to bind the Contractor. The letter must stipulate that the proposal will be valid for a period of at least 30 days. Indicate the address and telephone number of the contractor’s office located nearest to Los Angeles, California and the office from which the project will be managed, if different.

- **Methodology Section**

Provide a brief description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section may include:

1. Project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
2. A description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
3. A description of any specific tasks you would require from library staff in order to complete the tasks specified in the Scope of Work.
4. Any innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities.

- **Staffing**

Provide the name of the Post Commander or the supervisor who will be responsible for personnel assigned to LA Law Library. If known, provide a list of individual(s) who will be working on this project and indicate the functions that each will perform and anticipated hours of service of each individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the contractor must submit their names and qualifications including information listed above to the Senior Director for library approval before they begin work.

Hourly rates for the proposed personnel shall be set forth in Appendix C.

- **Qualifications**

Describe the qualifications of the firm or entity, key staff, and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. (This information may be provided in an included brochure or website address.)

For private Proposers, provide at least three references that received similar services from your firm. LA Law Library reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- o Client Name
- o Project Description
- o Project start and end dates
- o Client project manager name, telephone number, and e-mail address.

- **Financial Capacity**

Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

- **Fee Proposal**

All Proposers are required to use the form in Appendix C to be submitted with their proposal.

- **Disclosure**

Please disclose any and all prior lawsuits against Proposer for misconduct, or excessive force. Also disclose any and all past or current business and personal relationships with any current LA Law Library employee, or family member of any current library employees. ***Past or current lawsuits and/or business relationship may not disqualify the firm from consideration.***

- **Sample Agreement**

The firm selected by LA Law Library will be required to execute an Agreement for Services (Agreement) with LA Law Library. The Agreement shall follow the sample form of Agreement provided as Appendix B to this RFP, which may be modified by LA Law Library. All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement.

***The terms of the agreement, including insurance requirements have been mandated by LA Law Library and can be modified only if extraordinary circumstances exist.*** Submittal of a proposal shall be deemed acceptance of all the

terms set forth in this RFP and the sample Agreement for Services unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

- **Checklist of Forms to Accompany Proposal**

As a convenience to Proposers, following is a list of the forms, included as appendices to this RFP, which should be included with proposals

- (1) Vendor Application Form
- (2) Ex Parte Communications Certificate
- (3) Price Proposal Form
- (4) Disqualifications Questionnaire

## **5. PROCESS FOR SUBMITTING PROPOSALS**

- **Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Submission of Proposals**

***Complete written proposals must be submitted no later than 3:00 p.m. (P.S.T) on April 25th, 2022 to the address or email below.***

LA Law Library  
Executive Office  
301 West 1<sup>st</sup> Street  
Los Angeles, CA 90012  
RE: Security Services  
OR  
[jsteinbrick@lalawlibrary.org](mailto:jsteinbrick@lalawlibrary.org)

- **Inquiries**

***Questions about this RFP may be directed in writing, via e-mail to:***

Jaye Steinbrick, Senior Director

[jsteinbrick@lalawlibrary.org](mailto:jsteinbrick@lalawlibrary.org)

***Please include the words “SECURITY RFP” in the subject line of your email.***



LA Law Library reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be communicated via email. LA Law Library will endeavor to answer all written questions timely received no later than April 22, 2022 @ 3pm. The LA Law Library reserves the right not to answer all questions.

### **Conditions for Proposal Acceptance**

This RFP does not commit LA Law Library to award a contract or to pay any costs incurred for any services. LA Law Library, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. LA Law Library may waive any irregularity in any proposal. All proposals will become the property of LA Law Library.

## **6. EVALUATION CRITERIA**

LA Law Library's evaluation and selection process is discretionary and will take into consideration the following criteria. Criteria are not necessarily listed in order of importance. Additional criteria may also be considered even if not specified below.

### **1. Qualifications of Entity and Key Personnel**

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

### **2. Approach to Providing the Requested Scope of Services**

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

### **3. Price Proposal**

Price of Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix C.

### **4. Innovation**

Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities.

## **7. CONFIDENTIALITY**

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, or any other written communication between LA Law Library and any Proposer, shall be available to the public by request after April 30<sup>th</sup>, 2022.

Submission of a proposal shall indicate that, if Proposer requests that LA Law Library withhold from disclosure any information identified as confidential, Proposer shall assume all responsibility for any challenges resulting from any non-disclosure, indemnify and hold harmless LA Law Library from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against LA Law Library or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information.

## **8. CONFLICT OF INTEREST**

The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

## **9. DISQUALIFICATION QUESTIONNAIRE**

Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

## **10. STANDARD TERMS AND CONDITIONS**

### **Amendments**

LA Law Library reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments and additional information will be posted to the [LA Law Library Official Website – About Us - RFP](#); Proposers should check this web page for new information.

### **Cost for Preparing Proposal**

The cost for developing the proposal is the sole responsibility of the Proposer. All proposals submitted become the property of LA Law Library.

### **Insurance Requirements**

LA Law Library requires that licensees, lessees, and vendors have an **approved** Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Proposer must furnish LA Law Library with the Certificates of Insurance proving coverage as specified within Appendix B.

# APPENDIX A



REQUEST FOR PROPOSAL  
Security Services – Mildred L. Lillie Building  
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP

☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP

☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Name	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: \_\_\_\_\_

City of Los Angeles Business License Number: \_\_\_\_\_

(If none, you must obtain a Los Angeles Business License upon award of contract.)

City of Los Angeles Business License Expiration Date: \_\_\_\_\_

# APPENDIX B

**PROFESSIONAL SERVICES AGREEMENT**  
(Los Angeles County Law Library / *Company or Individual.*)

**1. IDENTIFICATION**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Los Angeles County Law Library, a (“Library”) and \_\_\_\_\_ *[enter consultant (company’s) name]* a \_\_\_\_\_ *[insert consultant’s state of incorporation]*, \_\_\_\_\_ *[enter consultant’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company]* (“Consultant”).

**2. RECITALS**

- 2.1 Library has determined that it requires the following professional services from a consultant: \_\_\_\_\_ *[insert description of consultant’s services]*.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, Library and Consultant agree as follows:

**3. DEFINITIONS**

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s \_\_\_\_\_ *[enter consultant’s proposal date]* proposal to Library attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 “Approved Fee Schedule”: Such compensation rates as are set forth in Consultant’s \_\_\_\_\_ *[insert date fee schedule submitted to Library]* fee schedule to Library attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: \_\_\_\_\_.
- 3.4 “Expiration Date”: \_\_\_\_\_.

**4. TERM**

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 18 (“Termination”) below.

## 5. CONSULTANT'S SERVICES

- 5.1 Consultant shall perform the services identified in the Scope of Services. Library shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$\_\_\_\_\_, unless specifically approved in advance and in writing by Library.
- 5.2 Consultant shall obtain all required business permits and licenses prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to Library. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code Section 1090, and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) Library has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. \_\_\_\_\_ *[enter name of project administrator]* shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without Library's prior written consent.
- 5.6 Consultant has represented to the Library that key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Library. If Library and Consultant cannot agree as to the substitution of key personnel, Library may terminate this Agreement for cause.
- 5.7 Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by Library in advance.

## 6. COMPENSATION



- 6.1 Library agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant shall submit to Library an invoice, on a monthly basis or less frequently, for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Library shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.3 Payments for any services requested by Library and not included in the Scope of Services shall be made to Consultant by Library on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies Library in writing of an increase in that fee schedule.

## **7. PREVAILING WAGES**

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the Library, its officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## **8. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of Library without restriction or limitation upon its use or dissemination by Library. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## **9. RELATIONSHIP OF PARTIES**

Consultant is, and shall at all times remain as to Library, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Library or otherwise to act on behalf of Library as an agent. Neither Library nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of Library.

Under no circumstances shall Consultant look to the Library as his employer. Consultant shall not be entitled to any benefits. Library makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned PERS retirement benefits,

and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

## **10. CONFIDENTIALITY**

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by Library. Library shall grant such consent if disclosure is legally required. Upon request, all Library data shall be returned to Library upon the termination or expiration of this Agreement.

## **11. INDEMNIFICATION**

- 11.1 The parties agree that Library, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the Library with the fullest protection possible under the law. Consultant acknowledges that Library would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect Library as set forth herein.
- 11.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the Library requests with respect to a claim provide a deposit for the defense of, and defend Library, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage as is caused by the sole active negligence or willful misconduct of the Library. Such costs and expenses shall include reasonable attorneys' fees due to counsel of Library's choice, expert fees and all other costs and fees of litigation.
- 11.3 Library shall have the right to offset against any compensation due Consultant under this Agreement any amount due Library from Consultant as a result of Consultant's failure to pay Library promptly any indemnification arising under this Section 11 and any amount due Library from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 11.4 The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to Library, its officers, agents, employees and volunteers.
- 11.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend Library, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of Library's choice.
- 11.6 Library does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Library, or the deposit with Library, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## **12. INSURANCE**

- 12.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

***[The risk for each agreement should be evaluated and the insurance limits should correspond to such risk as determined by the Library's Risk Manager.]***

- 12.1.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 12.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.

- 12.1.3 Worker's Compensation insurance as required by the laws of the State of California.
- 12.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).
- 12.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- 12.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 12.4 Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, Library may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium thereon at Consultant's expense.
- 12.5 At all times during the term of this Agreement, Consultant shall maintain on file with Library's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the Library and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to commencement of work under this Agreement, file with Library's Risk Manager such certificate(s).
- 12.6 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 12.7 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming Library and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to Library. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 12.8 The insurance provided by Consultant shall be primary to any coverage available to Library. Any insurance or self-insurance maintained by Library and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.
- 12.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the Library.

- 12.10 Any deductibles or self-insured retentions must be declared to and approved by the Library. At the option of Library, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to Library, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 12.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 11 of this Agreement.
- 12.2 Consultant shall report to the Library, in addition to the Consultant's insurer, any and all insurance claims submitted to Consultant's insurer in connection with the services under the Agreement.

### **13. MUTUAL COOPERATION**

- 13.1 Library shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 13.2 If any claim or action is brought against Library relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that Library may require in the defense of that claim or action.

### **14. RECORDS AND INSPECTIONS**

Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. Library shall have the right to access and examine such records, without charge, during normal business hours. Library shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

### **15. PERMITS AND APPROVALS**

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

## 16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and Library's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to Library

Sandra Levin, Executive Director  
Los Angeles County Law Library  
301 West First Street  
Los Angeles, CA 90012  
Telephone: (213) 785-2529  
Facsimile: (213) 680-1727

If to Consultant:

*Name of Consultant*  
*Street Address or P.O. Box*  
*City, State Zip Code*  
Telephone: ( ) \_\_\_\_ - \_\_\_\_  
Facsimile: ( ) \_\_\_\_ - \_\_\_\_

With courtesy copy to:  
[General Counsel]

## 17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 11, Paragraph 13.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

## 18. TERMINATION

- 18.1 Library may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to Library. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All Library data, documents, objects, materials or other tangible things shall be returned to Library upon the termination or expiration of this Agreement.
- 18.2 If Library terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

## **19. GENERAL PROVISIONS**

- 19.1 Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the Library's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, Library shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of Library, during the term of his or her service with Library, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 19.2 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without Library's prior written consent, and any attempt to do so shall be void and of no effect. Library shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.3 This Agreement shall be binding on the successors and assigns of the parties.
- 19.4 Except as expressly stated herein, there is no intended third party beneficiary of any right or obligation assumed by the parties.
- 19.5 Time is of the essence for each and every provision of this Agreement.
- 19.6 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.
- 19.7 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.8 The waiver by Library or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this

Agreement shall be deemed to have been waived by Library or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver.

- 19.9 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in Library's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.10 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.11 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 19.12 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.13 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between Library and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by Library and Consultant.
- 19.14 Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges



for services or expenditures and disbursements charged to Library under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Library. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of Library or as part of any audit of Library, for a period of three (3) years after final payment under the Agreement.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“Library”**

**Los Angeles County Law Library**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**“Consultant”**

***Name of Company or Individual***

By: \_\_\_\_\_  
*Name, Level of Officer e.g., Vice President*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Name, Level of Officer e.g., Vice President*

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
\_\_\_\_\_, General Counsel

Date: \_\_\_\_\_

# APPENDIX C

## PRICING PROPOSAL FORM

### SECURITY SERVICES – MILDRED L. LILLIE BUILDING

Provide hourly rates, along with estimated annual pricing in accordance with LA law Library's current requirements, as set forth in section 3 Scope of Work. Also provide your firm's proposed Staffing Plan on a separate sheet of paper. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period.

Employee	Hourly Rate (Day Time)	Hourly Rate (After Hours)	Overtime Rate
Position 1 (Post Commander/Lead)	\$	\$	\$
Officer 2 (Full-Time)	\$	\$	\$
Officer 3 (Full -Time)	\$	\$	\$
Officer 4 (Part-Time)	\$	\$	\$

Additional Cost Per Officer For Soft-Look (Blazer & Tie) Uniform	
Total Estimated Annual Cost:	\$

Annual Cost Based on Hourly Rate (Day Time) for 40 hours per week and 52 weeks per year	
Total Estimated Annual Cost:	\$

# APPENDIX D

## DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.