



**EL SEGUNDO PUBLIC LIBRARY
REQUEST FOR PROPOSAL
FOR
INTEGRATED LIBRARY SYSTEM**

RFP # 22-03

ISSUED: February 23, 2022

DUE: March 23, 2022



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INTRODUCTION

The El Segundo Public Library was established as a City of El Segundo department in 1930, hereinafter referred to as “the Library.” Over the years the Library underwent several renovations and expansions, and in 1991 it entered into an agreement with the El Segundo Unified School District to incorporate the four school libraries, into the library system. Located in Los Angeles County, California, the Library serves the residents of El Segundo as well as patrons of the neighboring South Bay cities and residents of the Southern California Library Cooperative member cities.

Through this Request for Proposal (“RFP”) the El Segundo Public Library seeks to obtain a vendor hosted web-based Integrated Library System (“ILS”).

The El Segundo Public Library is comprised of:

- Main Library
- Center Street Elementary School Branch
- Richmond Street Elementary School Branch
- Middle School Branch
- High School Branch

The Library invites qualified Proposers to submit a proposal to deliver and implement a hosted web based integrated library system.

We believe the information provided with this document is sufficient to draft your proposal. Any questions regarding this RFP may be emailed to Mark Herbert at mherbert@elsegundo.org no later than 5:00 PM PST, Monday, March 07, 2022.

Unauthorized contact about this RFP with employees or officials of the Library except as detailed above may result in disqualification from consideration under this process.

Responses to all questions will be posted on the City website no later than 5:00 PM PST on Tuesday, March 15, 2022.

GENERAL INFORMATION

The Library is currently using the web-based Sierra ILS hosted with Innovative Interfaces, Inc., and has recently transitioned to the EBSCO EDS discovery layer.

The following includes general information about the Library’s collection, staff size, and other details. Please use this information when you determine hardware configuration and system pricing.



| | |
|--|---------|
| Number of Locations (total number of branches) | 5 |
| Circulation | 162,456 |
| Digital circulation | 7,425 |
| Number of bibliographic records | 140,995 |
| Number of item records | 166,334 |
| Number of patron records | 25,794 |
| Number of authority records | 33,254 |
| Total number of staff users | 30 |

TERMS AND CONDITIONS

1. The Library is not liable for any cost incurred by proposers prior to issuance of a contract.
2. The Library reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this RFP.
3. The Library reserves the right to reject any or all proposals, in whole or part, to waive any minor irregularity in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the Library.
4. Proposals must be valid for 90 days from the date of submission.
5. Proposals must not include alternate contract terms and conditions. If the proposal contains such terms and conditions the Library may determine the proposal as a nonresponsive counteroffer and reject it.
6. By submitting a proposal for this RFP, the Contractor agrees to the terms set forth in the agreement attached as Attachment 1. All services must be provided in accordance with the Agreement which is provided as Attachment 1. The specification in this notice is part of any contract awarded in accordance with this RFP.
7. The Library reserves the right to expand or diminish the scope of work subject to negotiation with the successful vendor.
8. In the event it becomes necessary for the City to revise any part of the RFP prior to the bidder's response, an addendum will be provided in writing to all receiving the RFP from the Library.
9. Proposers must not provide, for consideration in this RFP or subsequent contract negotiations, any information that the Proposer knew or should have known was materially incorrect. The Library may determine the proposal as a nonresponsive counteroffer and reject it.



10. During the review of this document, please note the Library's emphasis on the expectation, qualities, and requirements necessary to be positioned as a successful vendor.
11. To be considered, proposers must submit three (3) original hard copies and one (1) copy on a flash drive in a sealed envelope with the name and address of the company submitting the proposal and it should be clearly marked with the words "Request for Proposal #22-03" and the title "Integrated Library System" no later than 11:00A.M. PST on Wednesday, March 23, 2022 to:

City of El Segundo
Office of the City Clerk
350 Main Street, Room 5
El Segundo, CA 90245

Please include the below information when submitting your proposal.

- NAME OF COMPANY:
FEDERAL EMPLOYEE ID NUMBER (FEIN):
COMPANY WEBSITE ADDRESS:
- MAILING ADDRESS:
CITY / STATE:
ZIP:
- EMAIL ADDRESS
PHONE:
FAX:
- SIGNED:
PRINTED SIGNATURE:
- TITLE:
- DATE:

Late proposals will not be accepted.

TIMELINE

The City reserves the right to make changes to the schedule below but plans to adhere to the implementation of the proposal process outlined below.



| RFP Dates | RFP Schedule |
|------------------------|--|
| February 23, 2022 | RFP Released |
| March 07, 2022 @ 5 PM | Deadline to submit questions |
| March 15, 2022 @ 5 PM | City responses to all questions posted on City website |
| March 23, 2022 @ 11 AM | Proposals Due |
| April 2022 | City review and interviews of top vendors |
| April 2022 | Selection of Vendor |
| May 2022 | Presentation to City Council |
| July 2022 | Commence service |

ILS CONNECTED SERVICES

The Library currently utilizes the following third-party vendors whose products must be seamlessly integrated into the ILS functionality through the proposed services:

| | |
|---|---|
| Computer Reservations and Patron Printing | EnvisionWare PC Reservation, LPT:One |
| Self-Checkout Machines | EnvisionWare X-II with OneStop |
| Study Room Reservations | For Future Consideration |
| Online Proxy Service | None |
| Databases | HeritageQuest, MasterFile, Archives of Sexuality & Gender, Points of View, World Book, AtoZ databases, ArchivalWare, Novelist |
| eBooks | Gale Virtual Reference, OverDrive and Kanopy for streaming videos |
| Interlibrary Loan | OCLC Cataloging Services |
| Acquisition Vendor | Baker & Taylor |
| Materials and Records | OCLC Cataloging Services |
| Receipt Printers | For future consideration – Epson TM-T88V |



TECHNICAL REPOSE

The following are technical requirement items and general requirements for technical qualifications and approach. All information and documentation included in a Technical Response must address all requirements detailed, and in some cases may require additional documentation. Do not include any cost information with your technical response.

OPAC

| OPAC Functionality | |
|--|----------|
| Intuitive functionality for patrons | Required |
| Ability for patrons and staff to create and share lists | Required |
| Search includes keyword, browsing, and advanced searching | Required |
| Display enhanced content: cover art, reviews, read-a-likes, etc. | Required |
| Integration with OverDrive | Required |
| Integrated online fine payment solution or ability to integrate with third party vendor | Required |
| Clear location and availability on results screen | Required |
| Customization of heading and other wording throughout the catalog | Required |
| Ability to design and display customized library material carousels | Required |
| Ability to display new materials | Required |
| Smart searching including "Did you mean?" | Required |
| Responsive mobile website design | Required |
| Ability to search and filter by level of material, relevance, availability, format, location | Required |
| Website accessibility compliance | Required |
| Integrates with Google Analytics or equivalent | Required |
| Ability of patron to manage notification methods | Required |
| Discovery layer handles spell checking, predictive search results, and keyword or related search suggestions | Required |



| | |
|---|----------|
| Ability for patron to update approved contact information fields for their account and, optionally, for linked family member accounts | Optional |
| Ability to email patrons when new materials are added based on a profile set by the patron under their account | Optional |
| Catalog provides personal recommendations based on previous activity | Optional |
| If no search results found, offer other suggestions based on search term and/or reading history | Optional |
| Personalized display for language (i.e., Japanese, Korean, Chinese) | Optional |
| Show custom messages for each patron | Optional |
| Integration of location mapping to indicate the location of an item within the Library | Optional |
| Ability for linked family account to renew items | Optional |

CIRCULATION

| | |
|---|----------|
| Circulation Functionality | |
| Patron can update information and manage own account including renewals, payment and cancel holds | Required |
| Patron can self-register for a library account | Required |
| Courtesy notices and auto renewals | Required |
| Patron record includes a field for option to receive publicity from library | Required |
| All fields searchable, including but not limited to name, telephone, address, and email | Required |
| Ability to copy details from one patron registration to another | Required |
| Registration process provides alerts for duplicate patron record based on defined fields | Required |
| Ability to link memberships of people in same family | Optional |
| Financial Management | |
| Ability to pay full or partial replacement of materials | Required |
| Ability to waive or refund charges | Required |
| Option for Patron type to determine fines and fees | Required |



| | |
|---|----------|
| Option for item type to determine fines and fees | Required |
| Ability to see fines history in patron account | Required |
| Holds and Notifications | |
| Notification for holds, overdues, courtesy notices to include telephone, email, and text messaging | Required |
| Ability for patrons and staff to cancel holds | Required |
| Ability for patron and staff to suspend or freeze holds | Required |
| Records are kept for notices sent | Optional |
| Circulation and Management | |
| Detailed search ability in the staff client, including ability to filter and search by numerous fields including keyword, author, ISBN/ISSN, branch, etc. | Required |
| Offline Circulation | Required |
| Customized receipt ability | Required |
| Ability to customize messages and notices | Required |
| Same record can be accessed at multiple workstations | Required |
| Ability to auto-renew items | Required |
| Ability to provide receipts via multiple options including email, print, and text messages | Optional |
| Mobile circulation inside the building and outside the library for offline circulation | Required |
| Digital use counted toward circulation activity | Optional |
| Circulation of digital materials can be viewed on patron account | Optional |

REPORTS

| | |
|---|----------|
| Ability to export data in standard formats (i.e., MARC, text, CSV, Excel, XML, PDF) | Required |
| Ability to use report templates | Required |
| Ability to create custom reports | Required |



| | |
|--|----------|
| Ability to schedule reports | Required |
| Ability to identify patron inactivity | Required |
| Ability to include cross-references between data sets | Required |
| Ability to produce reports on demographics | Required |
| Ability to report on and access any data within the database | Required |
| Provides reports for which library materials are used and in which locations | Optional |
| Ability to produce reports on demographics | Optional |

CATALOGING

| | |
|---|----------|
| RDA ability and compliance | Required |
| Able to convert to other future formats and cataloging standards | Required |
| Ability to integrate digital content from third party vendors | Required |
| Able to use MARC records from a variety of sources | Required |
| Ability to make global changes to the system | Required |
| Ability to integrate digital content from local library | Required |
| Ability to create and populate item information during MARC loading process | Required |
| Spellcheck capability | Required |

SERIALS - MAGAZINES

| | |
|--|----------|
| Ability to send claimed missing issues to vendor | Optional |
| Generate automatic reports for missing issues | Optional |
| Ability to create routing information | Optional |



MODIFICATIONS

| | |
|--|----------|
| Features easily customizable from staff side | Required |
|--|----------|

SYSTEM, SERVER, AND SOFTWARE FUNCTIONALITY

| | |
|--|----------|
| Ability to add and integrate API's | Required |
| Ability to customize options for staff and public interfaces | Required |
| Ability to access the ILS from anywhere | Required |
| Automatically performs regular backups | Required |
| Developer is responsive to system issues | Required |
| Notification in advance of any updates | Required |
| Ability to integrate use of SIP2 connections | Required |
| Security applied to each user account | Required |
| Customer information remains securely in the United States | Required |
| Proper security is in force to prevent fraudulent activity | Required |

MIGRATION, TRAINING, AND SUPPORT

| | |
|--|----------|
| Complete migration of customer, bibliographic, and item data from Sierra ILS (Innovative Interfaces) | Required |
| Documentation is readily accessible and keyword searchable | Required |
| Data migration is secure | Required |
| ILS vendor provides regular update on open support tickets | Required |
| Issues are escalated if unresolved | Required |
| Phone support provided to assist with support and tickets | Required |
| Staff have the ability to change their passwords | Required |



| | |
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| Staff have the ability to manage permissions | Required |
|--|----------|

COST PROPOSAL

Cost quotes and payment terms must be included for all software and recommended equipment. Pricing must reflect a vendor-hosted solution for the system.

- Please use the pricing sheet included in this section to indicate the costs for the various components.
- Feel free to add items to the table if there are items that do not fit into the specific categories.
- Prices for the initial purchase, implementation, and five years of maintenance must be included for each item.

| ILS Cost Proposal | | | | | | |
|--|------------------------|--------|--------|--------|--------|--------|
| Required Modules | Initial/Implementation | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| <ul style="list-style-type: none"> • Circulation • Acquisitions • Serials • OPAC/Discovery • Cataloging • Reports (including Admin/Statistics) | | | | | | |
| Hosting (required) | | | | | | |
| Training | | | | | | |
| Data Migration | | | | | | |

| ILS Cost Proposal | | | | | | |
|-------------------|------------------------|--------|--------|--------|--------|--------|
| Optional Modules | Initial/Implementation | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| iOS & Android App | | | | | | |



| | | | | | | |
|--|--|--|--|--|--|--|
| Marketing Module | | | | | | |
| CRM Module | | | | | | |
| Interlibrary Loan Module | | | | | | |
| Room Reservation | | | | | | |
| Media - Photographs, viewable in OPAC | | | | | | |
| Include any other optional items described in your Proposal Data Migration | | | | | | |

EVALUATION AND SELECTION PROCESS

The Library will consider experience, qualifications, technical approach and cost in the evaluation and award points in each of the categories detailed below. A team of Library and IT department managers will score the proposals.

Criteria for evaluating the proposals include:

| | Proposal | Demonstration | Total Points | %age of Total |
|-------------------------------------|------------|---------------|--------------|---------------|
| User Experience | 30 | 40 | 70 | 35% |
| Staff Functionality | 30 | 40 | 70 | 35% |
| Compatibility with Outside Services | 5 | 20 | 25 | 12.5% |
| Implementation/Migration Plan | 5 | | 5 | 2.5% |
| Support and Training | 10 | | 10 | 5% |
| References | 10 | | 10 | 5% |
| Cost | | | 10 | 5% |
| Total | 100 | 100 | 200 | 100% |



VENDOR MEETINGS AND DEMONSTRATIONS

The top candidates will be invited to participate in product demonstrations.

FINAL SELECTION

Library and IT staff will select the top candidate after completion of the product demonstrations and will make a final recommendation to the Community Services Director. Upon the director's approval, the recommendation will then be taken to the El Segundo City Council for approval.

The successful bidder will be approved by the City Council based upon the criteria set forth above and the City's sole discretion. The City Council is under no obligation to contract with any applicant.

DELIVERABLES

For consideration, all completed proposals must be received by 11:00 a.m. PST, March 23, 2022.

The proposals must be submitted to the City Clerk as three (3) original hard copies and (1) copy on a flash drive in a sealed envelope.

For responses to the above criteria, please observe the following guidelines:

- Answers must be clear and concise
- Indicate how your system's features will enhance the Library's current offerings
- Describe features under development and the expected release date(s)

Complete proposals must include:

- An acknowledgement of compatibility with all items listed in the "ILS Connected Services" section
- A complete Technical Response and Cost Proposal
- Responses to items in the following areas:
 - OPAC
 - Circulation
 - Reports
 - Cataloging
 - Serial-Magazines
 - Modifications
 - System, Server, and Software Functionality
 - Migration, Training, and Support
- Responses must include 3-5 references that demonstrate ILS performance and support.



REFERENCES

The Proposer must provide three to five (3 to 5) references that demonstrate ILS performance and support. This information must include the individual's name, company, organization, title, phone number, and email address. Include details and the dates and services provided.



ATTACHMENT 1



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND**

This AGREEMENT is made and entered into this ____ day of _____, 201____, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and P2S _____ [name]_____, _____ [type of organization]_____ ("CONSULTANT"). The parties agree as follows:

1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed _____ dollars (\$_____) for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "____," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS. While performing this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to

cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **FAMILIARITY WITH WORK.**

- A. By executing this Agreement, CONSULTANT agrees that it has:
 - i. Carefully investigated and considered the scope of services to be performed;
 - ii. Carefully considered how the services should be performed; and
 - iii. Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

7. **TERM.** The term of this Agreement will be from _____, to _____. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";

- B. Termination as stated in Section 15.

8. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 22 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

9. TIME EXTENSIONS. Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight (48) hours, in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

10. CONSISTENCY. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit: [redacted] : Scope of Work.
- B. Exhibit: [redacted] : Budget
- C. Exhibit: [redacted] Proposal for Services

11. CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

12. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.

13. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

14. WAIVER. CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

16. OWNERSHIP OF DOCUMENTS. All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

17. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or public CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

18. INDEMNIFICATION.

A. CONSULTANT agrees to the following:

- i. *Indemnification for Professional Services.* CONSULTANT will save harmless and indemnify and at CITY's request reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, or representatives, in the performance of this Agreement, except for such loss or damage arising from CITY's sole negligence or willful misconduct.**
- ii. *Indemnification for other Damages.* CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance, except for such loss or damage arising from CITY's sole negligence or willful misconduct. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.**

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

19. ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS. CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

22. INSURANCE.

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

| <u>Type of Insurance</u> | <u>Limits</u> |
|-------------------------------|---------------|
| Commercial general liability: | \$2,000,000 |
| Professional Liability | \$1,000,000 |
| Business automobile liability | \$1,000,000 |

Workers compensation

Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 155.

23. USE OF SUBCONTRACTORS. CONSULTANT must obtain CITY’s prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

24. INCIDENTAL TASKS. CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

25. NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

P2S Engineering Inc.
[address]

Attention:
Phone:
Email:

If to CITY:

City of El Segundo
350 Main Street
El Segundo, CA

Attention:
Phone:
Email:

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

26. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY’s conflict of interest regulations.

27. SOLICITATION. CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT’s bona fide employee, 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 CONSULTANT’s bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

28. THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT’s or CITY’s obligations under this Agreement.

29. INTERPRETATION. This Agreement was drafted in and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30. COMPLIANCE WITH LAW. CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. ENTIRE AGREEMENT. This Agreement, and its Exhibit(s), sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

32. RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

33. SEVERABILITY. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

35. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or facsimile signature will be treated in all respects as having the same effect as an original signature.

36. CAPTIONS. The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

37. TIME IS OF ESSENCE. Time is of the essence for each and every provision of this Agreement.

38. FORCE MAJEURE. Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable

control, then the Agreement will immediately terminate without obligation of either party to the other.

39. STATEMENT OF EXPERIENCE. By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF EL SEGUNDO

____ [consultant company name] ____

Greg Carpenter,
City Manager

[signature]_____

[type name]_____

[type title]_____

ATTEST:

Tracy Weaver,
City Clerk

APPROVED AS TO FORM:

Mark D. Hensley,
City Attorney