

REQUEST FOR PROPOSAL #20-03  
Revised 09/28/2020  
Emergency Management Situational Awareness  
and  
Management Software System



RELEASE DATE: September 14, 2020  
DUE DATE: October 14, 2020 by 12:00PM

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This RFP is available at the following links:

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

**NOTE: BIDDERS ARE RESPONSIBLE TO READ ALL INFORMATION THAT IS STATED IN THIS REQUEST FOR PROPOSAL AND PROVIDE A RESPONSE AS REQUIRED**

## INSTRUCTIONS TO BIDDERS

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REQUEST FOR PROPOSAL #20-03  
Emergency Management Situational Awareness  
and Management software system

### SPECIFICATIONS

#### I. **INTRODUCTION**

This request is for vendors to submit proposals to fulfill the specifications presented by the City of El Segundo for the procurement and development of an Emergency Management Situational Awareness and Management software system.

The requirements and specifications described as “Commercial Out of the Box” (COT) and noted herein are minimum requirements a proposed product must be capable of out of the box with no customization or specialized coding required by users.

The requirements and specifications described as “Specified Requirements” and noted herein are requirements a proposed product must be delivered with minimal customization or specialized coding by users.

This is a grant-funded project and is subject to available funding. This project is a multi-year plan to be delivered to participating cities and includes the development of the implementation platform, acquisition of the software licenses, and hands-on training for program users and administrators.

#### II. **PURPOSE**

The purpose of this Request for Proposal (RFP) is to solicit a product which meets specific performance narratives along with pricing information from vendors; and to provide demonstrations of software systems and/or operating platforms if requested.

#### III. **BACKGROUND**

The City of El Segundo will be the fiduciary agent for the purchase of a crisis management operating platform for numerous cities within the Los Angeles operational area. Through the provision of a Homeland Security Grant, El Segundo and partnering stakeholders will evaluate crisis management operating platforms and determine the desired features to be included in a Request for Proposal process. The selected product and supporting vendor

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will be selected using the City of El Segundo procurement process and in alignment with City Code governing procurement.

### IV. **CURRENT CIRCUMSTANCE**

The City, along with its partners, are searching for a single software solution that will strengthen and enhance the Emergency Management structure of the Disaster Management Area.

The City, along with its partners, have set a goal of implementing an emergency management software system across a designated geographic region that will provide:

- A system from which Elected Officials, City Managers, Department Directors, Operational Managers, and invited partners can gain situational awareness of incidents and events in their respective jurisdictions, and with permissions, in neighboring jurisdictions.
- The system must provide City personnel and invited partners the ability to view, interact, and potentially direct emergency management activities as necessary.
- Information sharing by many jurisdictions and via a remote hosting solution provided by the selected vendor.
- Simple integration and accessibility by users.
- Ability to share maps, reports, and documents developed on standard software industry COT products.

The selected product will be nimble enough that any jurisdiction can capture process and/or product and share the same with regional jurisdictions and partners.

Below are listed the various capabilities, specifications, and product features required by the City and its partners that must be met for a product to be considered for acquisition by the City.

### V. **SYSTEM CAPABILITIES AND FEATURES**

#### A. General Features

1. The system must be applicable for use in:
  - a. All-hazards response
  - b. Special events
  - c. Planned events
  - d. Maintenance of awareness of events in neighboring jurisdictions
  
2. The system must be applicable for use in:
  - a. Field operations
  - b. Department Operations Centers
  - c. Area Commands
  - d. Staging Areas
  - e. Base Camps
  - f. Emergency Operations Center

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3. The system must feature the ability to:
  - a. Integrate multi-agency collaboration
  - b. Integrate multi-discipline collaboration
  - c. Provide visual reporting via maps, integration with web-based camera systems
  - d. Provide 'near real time' reporting via Wi-Fi or cloud-based sharing features from field to Command and vice versa.
  - e. Enhance the sharing of plans and emergency management documentation
  - f. Maintain a library of fillable ICS forms and the ability to easily store documents in a cloud or server-based environment
  
4. The system must be or have:
  - a. An easy to use interface with graphic user interface technology.
  - b. A robust exercise function that can be utilized concurrently to daily operations or incidents with system degradation.
  - c. Provides a method for development of predefined templates for various incidents/events (Standard ICS forms, plan development, or checklists).
  - d. A method that supports the development and integration of contact lists/personnel databases.
  - e. Provides the means for collecting historical and predictive data for risk assessment and mitigation.
  - f. Supports critical infrastructure tracking and damage assessment reporting.
  - g. Supports the execution and task tracking of emergency operations procedures, checklists, notifications, etc.
  - h. Product will provide for management of personnel, equipment, and supply management and tracks resource requests.
  - i. Product will provide a method of interfacing to other civil authorities or private-sector elements. This can be accomplished via sharing of screens, remote login capability, and external user access as determined by the acquiring jurisdiction.
  - j. Product provides for the generation of standard reports, single click downloading of reports, email sharing of reports, and method to share reports.
  - k. Accommodate entry and tracking of incident/event logs providing date stamp of entry.
  - l. Structured to support either Emergency Support Functions (ESF) or Incident Command System (ICS) protocols as needed by the acquiring jurisdiction.

### VI. SYSTEM CAPABILITIES

The product proposed by the submitting vendor **must be a commercial off the shelf solution and have the following features and specifications ready for use** upon software installation with a minimal amount of set up:

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- A. User Interface:
1. System must be able to support web, cloud, or server deployment and allow for remote access.
  2. Be structured to support the key functional roles with an ICS organizational structure. Those roles are identified as:
    - a. Command Section
    - b. Management
    - c. Liaison
    - d. Safety Officer
    - e. Public Information
    - f. Operations Section
    - g. Logistics Section
    - h. Finance and Administration
    - i. Planning Section
  3. Structured to easily support the management of different types of incidents/events and provide linkage between multiple incidents and events.
  4. Structured to easily support and move between incidents in order to manage varying levels of events from multi-agency, multi-operation catastrophic events or incidents to nominal incident activities.
  5. Supports the development and integration of standard operating procedures and checklists.
  6. Interface must be user friendly, intuitive, and with minimal distractions on the opening screens.
  7. Provides predefined templates for various incidents/events (Standard ICS forms, plan development, or checklists).
  8. Supports the development and integration of contact lists/personnel databases.
  9. Allow users to subscribe to system alerts for new posts and file changes
  10. Provide for a mobile application for all levels of operations
  11. Provides Situation Center functionality to tablets and smartphones
  12. Manage an incident from any location
  13. Ability to interface with social media and post to a public facing website
  14. Ability to create digitized plans
  15. Ability to initiate a structured response based on a pre-designed plan
  16. Ability to run system in "live" mode and "exercise/simulation" mode
  17. Ability to create live interactions and groupings of discipline-oriented workgroups and team members
  18. Ability to visualize incidents with local information on custom GIS map layers
  19. Ability to track and manage resources
  20. Ability for leadership group to monitor progress and direct resources through a full context dashboard.

## VII. SYSTEM SPECIFIC FEATURES

- A. The selected system must have or will be able to activate with minimal programming:
1. A robust exercise function that can be utilized concurrently to daily operations or incidents with system degradation.
  2. Critical infrastructure tracking and damage assessment reporting.

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3. Daily tracking/availability of resources by type and facility and have functionality to integrate/display commodity or resource spreadsheets across the platform.
  4. Proven capacity to handle multi-jurisdiction and multi-agency responses across a geographic region.
  5. Must have a centralized time-stamped message log
  6. Post messages and files to the event log from the incident scene
  7. Have capability to attach any type of file to log entries
  8. Send and track alerts
  9. Have an integrated secure real-time chat feature
- B. Have a “Real Time” Dashboard Feature with
1. Color-coded visual progress indicators
  2. Capability to view multiple command rooms across different departments and locations
  3. At-a-glance status of alerts, responses, tasks and log entries
- C. Integrate with jurisdiction emergency notification systems
1. Seamlessly integrated with the local jurisdiction emergency notification system.
  2. Have ability to receive confirmation of message delivery, receipt and response.
  3. Have the capability to track and manage task assignments
    - a. Ability to receive and track progress on team and individual checklists
    - b. Ability to drill down to see task details as needed
    - c. Ability to send task and status reminders
- D. Integrated resource library function
- a. Ability to store plans, maps, images, video, links—any type of file
  - b. Ability to host files either via web, server, or cloud storage
  - c. Ability to integrate a change log for all file revision
- E. Ability to develop electronic forms
1. Integration of an easy to use WYSIWYG visual forms designer
  2. Automatic notification when form is completed
  3. Ability to create, manage and control form
  4. Ability to define any number of assets and asset type
- F. Ability to develop templates
1. Ability to customize templates
  2. Ability to pre-define plans, files, messages, tasks and people for different scenarios
  3. Ability to create a customized command room in just two clicks
- G. Reporting and Records functions
1. Automatic time-stamped audit record of log entries, alerts and responses, file activity, and user activity
  2. Export data to your preferred reporting tool
  3. Archive incident records

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### VIII. SYSTEM ADMINISTRATOR INTERFACE

#### A. Integration

##### 1. Defined:

- a. For the purposes of the request for proposal 'integration' is defined as the ability to access software products, utilize software products, post and display documentation generated via a third-party software application, operate within third party software applications, or display software via the selected system.
- b. The selected vendor will not be required to integrate their software with a competing emergency management system or similar product nor divulge proprietary coding.

##### 2. System Integration:

- a. The selected system will allow for the efficient and effective integration for systems and data sets mutually agreed upon by the vendor and the system administrator.
- b. In its COTS configuration the selected system must be able to integrate the following software applications with minimal user programming or system administrator effort:
  - i. All Microsoft Office products
  - ii. Geographical Interface Systems (GiS or ArcGiS)
  - iii. Google Earth or other web-based mapping and satellite data system.
- c. The selected system must also have:

An API INTEGRATION TOOLKIT for user defined integration of specialized data sets or systems such as:

  - i. Human Resources databases.
  - ii. Organization directories,
  - iii. Customer utilized security systems,
  - iv. IT help desk task tracking software,

##### 3. General Administration:

- a. Must be cloud based and have cloud-based storage
- b. Must have information backed up for disaster recovery and cybercrime recovery purposes
- c. Must be capable of access from multiple operating system mobile phone, mobile Internet devices, as well as computers.
- d. Must have both iPhone and Android capable mobile apps
- e. Support robust mapping of incident and event activities, resources, needs, and status
- f. Easy to establish data links to external organizations, IT platforms, and departments on an as needed basis

##### 4. Role Assignment

- a. The selected system must allow for smooth assignment of user roles.
- b. User roles will be agreed defined by the City and agreed upon with the

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- vendor.
  - c. Supports multiple organizations, divisions and department
5. System Security
- a. Must be Secure Socket Layer encrypted
  - b. Must have an easy to use software update feature to enhance overall functionality and features
  - c. Access only by authenticated users via encrypted passwords
  - d. Granular group and individual rights
  - e. 256-bit encryption of all web communications

### IX. SYSTEM MAINTENANCE AGREEMENT CRITERIA

- A. The selected system must also meet the following criteria:
- 1. 100% availability of the system 24/7.
  - 2. Vendor shall provide for agreed upon process for downtime during which the system is not available for maintenance.
  - 3. An agreed upon guaranteed level of bandwidth to cater for all users and all partners integrated with the software?
  - 4. Provide the maximum number of concurrent users of the system.
  - 5. Provide the maximum number of concurrent users beyond which you will not guarantee the same level of availability and response speed answered above.
  - 6. Describe your monitoring procedures for the Incident Command Software.
  - 7. Specify your average frequency of outage, mean time between failures and average time to repair for the previous 5-year period.
  - 8. Vendor support SLAs at the hardware, operating system, database and application layers.
  - 9. Describe your remedy policy should you not meet agreed-to Service Levels.

### X. SYSTEM IMPLEMENTATION

- A. Indicate the typical time duration from contract-execution to go-live.
- B. Describe your policy for placement of on-site and off-site support personnel during the implementation process.
- C. List number, levels of staff and rates that are involved in an implementation of your product.
- D. The selected vendor will provide a project plan for the implementation of your product.

### XI. APPLICATION SUPPORT

- A. Describe the arrangements you would propose for providing maintenance and support services for your product.
- B. Verify whether you provide an ongoing monitoring service for system availability.
- C. Provide full details of your help policy, escalation procedures, priority levels and resolution mechanisms.
- D. Provide timings that can be expected for:
  - 1. Preventive maintenance;

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2. Guaranteed and average response to software failure (e.g., account representative response with action plan);
3. Guaranteed and average "fix" time of software failure;
4. Indicate your SLA on first call resolution;
5. Describe how you assist with remote support using the Internet, dial-up facilities or other means;
6. Describe telephone support services provided (24 x 7, 8 x 5, etc.), the number of support personnel that will be made available and the type of assistance available during these time frames;
7. State how system bug fixes, patches, software updates etc. are supplied. Describe your release frequency.

### **XII. HOSTED DATA CENTER INFRASTRUCTURE /SECURITY**

- A. Verify whether your data center ISO-9001 and/or SAS-70 certified;
- B. Indicate whether third parties independently audit your data center;
- C. Indicate whether any subcontracted personnel are used in the management of the Data Center;
- D. Indicate whether you provide remote and redundant operations for your data centers;
- E. Verify whether you have documented backup and recovery procedures;
- F. Indicate whether you use dedicated servers for your Incident Command System;
- G. Indicate whether you have your own data center or whether you subcontract out this functionality.

### **XIII. DATA OWNERSHIP AND SECURITY**

- A. Indicate whom you regard as the owner of the application data;
- B. Indicate whether there is a fee structure based on frequency of client access to the application data;
- C. Indicate whether tools are provided, such as: data dictionaries and queries, to enable your clients to access the data;
- D. Indicate whether you use client data for any purpose other than application support, maintenance or upgrade;
- E. In the event of product upgrade, please indicate who is financially responsible for corresponding upgrades to interfaces your clients have in place for data access.
- F. Describe how the application data is secured;
- G. Indicate whether the data of different clients reside on shared physical volumes. If so, how is data segregation assured;
- H. Confirm you currently have Business Associate Agreements for HIPAA compliance;
- I. Indicate whether your product provides a security utility to enable appropriate segregation of data access based on user profile.

### **XIV. TRANSITION OF SERVICES UPON TERMINATION OF AGREEMENT**

Describe your transition services for clients upon termination of agreement and subsequent transition of client to new solution - including assistance in migration of data.

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### **XV. SUPPORT OF VARIOUS CLIENT PLATFORMS**

- A. Describe in detail how you support mobile devices such as Blackberry, Smartphone, and Tablet access to your product.
- B. Indicate whether there is a separate fee for the support of handheld access to your system. If yes, please elaborate.

### **XVI. TECHNICAL REQUIREMENTS FOR CLIENT**

Please list hardware, software and network requirements for clients to use your proposed software solution

### **XVII. TRAINING AND DOCUMENTATION**

- A. Indicate how you will provide:
  - 1. Check list of key processes or planning tools that must be defined or completed by users prior to starting the integration of the program;
  - 2. Road map for how cities or organizations can successfully roll out the software and integrate it into their emergency response programs;
  - 3. Training for system administrators on program use, program security protocols and management oversight;
  - 4. Orientation training for new users showing the features and best practices for using this software;
  - 5. Assist the Area partners begin a “user group” for mentoring on system use;
- B. Indicate how you will provide the following “leave behind” support tools:
  - 1. A written or online tutorial;
  - 2. Online help (context sensitive);
  - 3. A demo version (sandbox);
  - 4. Video or CBT training;
  - 5. List all operational, technical and development documents provided with your product;
  - 6. Indicate whether there is an extra fee for the documentation.

### **XVIII. VENDOR CAPABILITIES AND EXPERIENCE**

- A. Vendor should describe the aggregate development experience of its development and implementation team.
- B. Vendor should demonstrate the ability and past projects of implementing crisis management platforms across multiple jurisdictions.
- C. Vendor should demonstrate the capability of providing on-site implementation, roll-out, and transition support team tasks and activities.

### **XIX: PRICING ESTIMATE**

- A. Vendor must provide their best estimated pricing per user or license.
- B. The cost should include the cost of implementation and support.
- C. The vendor should also provide a cost estimate structure for customization for City

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budgeting purposes.

- D. Based on the project information provided, describe the cost to complete this project, include, any travel, mileage, lodging, and any other expenses.

### XX. **RESPONSE REQUIREMENTS**

Please keep your response to 10 pages or less and submit in two formats: 1) hard copy and 2) one portable document format (pdf) **via thumb drive**. Companies are encouraged to schedule **a virtual demonstration** with the project manager no later than the close of this RFP, 10/14/2020. RFP response should contain the following:

#### A. Contact Information

Provide the following contact information on a separate sheet:

- Company Name
- Address
- Name of the individual who will act as primary point of contact for inquiries
- Contact Person's Telephone Number
- Contact Person's Email Address

#### B. Comments

Provide your evaluative comments on the Crisis Management Operating Platform description and requirements outlined in this document. Include any suggestions or advice regarding the design, implementation, management, technology, etc. of this contemplated project. Detail what additional information or clarifications would be needed in order to prepare a comprehensive proposal in the future?

#### C. Approach

Based on the project information provided to date, briefly describe the approach you would recommend for this project and why.

#### D. Cost

Based on the project information provided to date, briefly describe the cost to complete this project, include, and travel, mileage, lodging, and any other expenses.

#### E. References

Provide five (5) references of previous projects where an RFP was developed for an organization similar in size, scope and function to the City of El Segundo.

Information provided shall include:

1. Reference Name
2. Project Description
3. Project start and end dates
4. Cost/Amount of contract
5. Reference name, telephone number and e-mail address

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F. Proposal Format Guidelines

Interested entities are to provide the City of El Segundo Fire Department Emergency Management Division with a thorough proposal using the following guidelines:

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

Proposals must be typed uniformly on letter size (8 ½ ” x 11”) sheets of white paper, single sided or double sided, each section clearly titled, with index dividers labeled Tabs A – E, and each page clearly and consecutively numbered. Binder capacity should be a minimum of 1” (one inch) to allow for ease of referencing various sections. (Small binders that are over stuffed or difficult to open may count against the bidder). Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, “See Enclosed Manual” will not be considered an acceptable proposal. Receipt of all addenda, if any, must be signed and included in the proposal.

G. Fee Proposal

Fee Proposal and cost estimates in a separate sealed envelope. The bid should contain all pricing information relative to performing the duties as described in this RFP. The total all-inclusive maximum price to be proposed is to contain direct and indirect costs including estimated out-of-pocket expenses.

H. Bidder Information

Complete, sign and submit the RFP Bidder Information attached hereto as Exhibit B. Failure to complete and/or submit these forms may cause rejection of your quotation. All quotations must be contained within these forms.

**XXI. SELECTION CRITERIA AND EVALUATION PROCESS**

The vendor will be selected based on professional qualifications necessary for the satisfactory performance of the services required and demonstrated competence that includes a proven track record of performing and implementing emergency management software systems. The skill and ability of the vendor performing the services is a key component of the selection criteria. Cost will be only one factor in determining the selection, and as such, the contract might not be awarded to the lowest responsible Proposer.

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The City will undertake the following evaluation process:

- a) The City will review and evaluate all submitted documents received in response to the RFP.
- b) After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to select a proposal without conducting interviews.
- c) If a commitment is made, it will be to the most qualified and responsible respondent with whom the City is able to successfully negotiate the compensation and terms and conditions of any and all agreements.
- d) Final selection of the most qualified responsible bidder is subject to terms and conditions of any and all agreements, and authority to proceed with this solicitation, shall be at the sole discretion of the City Council. The City Council is under no obligation to contract with any applicant.
- e) Attachment C is the City's standard consulting services agreement. Consultants interested in proposing on this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. If the City is unable to negotiate a satisfactory agreement, with terms and conditions the City determines to be fair and reasonable, the City may then commence negotiations with the next most qualified individual in sequence, until an agreement is reached or determination is made to reject all submittals.

### **XXII. CONTRACTED EXTENSION TO OTHER CITIES/AGENCIES**

Other Cities/Agencies may be interested in purchasing against an awarded contract, subject to the same price, terms and conditions offered to the City of El Segundo, and by mutual agreement by the City and the vendor. The City does not warrant any additional use of the contract by such agencies. All requirements of the specifications, purchase orders, invoices and payments with other agencies will be directly handled by the successful Bidder and the piggybacking agency.

### **XXIII. CONFIDENTIALITY**

Subsequent to the CITY's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the CITY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The CITY shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the CITY is required to defend an action on a Public Records Act request

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for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Consultant agrees to defend and indemnify the CITY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

### **XXIV: PROFESSIONAL SERVICES AGREEMENT**

The standard form of the City's professional services agreement is attached hereto as Exhibit C. The selected Contractor will be required to enter into this Agreement. By submitting a proposal, Contractor certifies to the City that he/she has reviewed the Specifications of the RFP and the terms of the agreement, it's insurance requirements has incorporated all direct and indirect costs of complying with the scope of work and the agreement into the Proposal.

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1. Notifications: All Request for Proposal (RFP) related information will be posted to the City's website: <https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>
2. Format: Proposal format will be in alignment with Section 4, "Proposal Format Guidelines" when submitting bids.
3. Proposal Submission: All proposals must be submitted according to specifications set forth in this RFP. Failure to adhere to these specifications may be cause for rejection of proposal. The City will not reimburse Contractors for any costs involved in the preparation and submission of proposals. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services.
4. SAM Registration: Since this a federal grant funded project, the awarded vendor must register with the System for Award Management's website: <https://www.sam.gov/SAM/> prior to executed contract and award.
5. Signature. An authorized representative of the bidder MUST provide wet signature on all proposals.
6. Due Date. The proposer must submit TEN (10) complete copies of the proposal in a sealed envelope, plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "Request for Proposal # 20-03," AND CLOSING DATE MARKED ON OUTSIDE OF ENVELOPE. All proposals must be received in the City Clerk's office no later than 12:00 p.m. PST on Wednesday, **October 14, 2020** otherwise, it will be rejected.

City of El Segundo  
City Clerk's Office  
350 Main Street, Room 5  
El Segundo, CA 90245-3813

7. Disposition of Proposals: The City reserves the right to reject any or all proposals. All responses become the property of the City. One copy of the proposal shall be retained for City files. Additional copies and materials can be returned only if requested and at the bidder's expense.
8. Prices/Notations: The Fee Proposal shall be submitted in a separate sealed envelope and in alignment with section XIX, Pricing Estimate.
9. Currency: All references to dollar amounts in this solicitation and in vendor's response refer to United States currency.
10. Subcontractors: The Bidder must list any subcontractor that will be used, the work to be performed by them, and total number of hours or percentage of time they will spend on the project.
11. Non-Discrimination Requirement:  
By submitting a proposal, the Consultant represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.
12. Bonds: A Performance Bond must be required of the successful proposer when stated in the specification.
13. Proposal Rejection: The City may reject the proposal of any proposer who previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such a contract satisfactorily. The City may reject the proposal of any proposer who is in default of the payment of taxes, licenses or other monies due to the City of El Segundo.
14. Contract/Award: The contract, if awarded, shall be awarded to the lowest responsive and responsible bidder. The lowest bid shall be the lowest total of the bid prices quoted on the Bid Schedule. A responsible bidder is a bidder determined by the awarding authority:
  - (1) To have the ability, capacity, experience and skill to perform the work, or provide the goods and/or services in accordance with the bid specifications;
  - (2) To have the ability to perform the contract within the time specified;

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- (3) To have the equipment, facilities and resources of such capacity and location to enable the bidder to perform the contract;
  - (4) To have the ability to provide, as required, future maintenance, repair, parts and service for the use of goods purchased;
  - (5) To have a record of satisfactory or better performance under prior contracts with the city or others; and
  - (6) To have complied with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the bidder.
15. Period of Firm Pricing: Unless stated otherwise, prices shall be firm for 12 months after the RFP closing date. If the City is required to negotiate beyond the 120-day period the City may request bidder's prices be firm for an additional period of time to complete negotiations and award the contract.
  16. Method of Award: The City reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the City to be most advantageous. The City recognizes that prices are only one of several criteria used in judging an offer and the City is not legally bound to accept the lowest offer. The City Council also reserves the right to make no award and reject all bid.
  17. Other Terms and Conditions: The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein.
  18. Return of Bid/Closing Date/Return to: The bid response shall be delivered to the City Clerk on behalf of the El Segundo Purchasing Division, **350 Main Street, Room 5, El Segundo, CA 90245-3813 by 12:00 p.m. PST on October 14, 2020.** Bid responses not received by City Purchasing by the closing date and time indicated above will not be accepted and the Proposer will be deemed as disqualified. The closing date, time and the R.F.P. number referenced above shall appear on the outside of the sealed envelope. **A duly executed copy of the signature page of this bid document must accompany Bidder(s) response.** The City will not be responsible for and will not except late bids due to delayed mail delivery or courier services.
  19. Records Retention/Auditing: The Contractor agrees that City of El Segundo or designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this contract. Contractor agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, or until closure of pending matter unless a longer period of records retention is stipulated. Contractor agrees to allow auditor(s) access to such records during normal business hours and allow interviews of any employees or others who might reasonably have information related to such records.

**PROPOSER TO READ**

I have read, understood, and agree to the terms and conditions on all pages of this proposal. The undersigned agrees to furnish the commodity or service stipulated on this proposal as stated above.

\_\_\_\_\_  
Company or Individual

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Person Signing Bid

\_\_\_\_\_  
Contact number

## IMPORTANT TIMELINES

TIMELINE	DATES
RELEASE OF REQUEST FOR PROPOSAL	Monday, 09/14/2020
MANDATORY PRE-BID/PROPOSAL VIRTUAL MEETING EMAIL PROJECT MANGER FOR LINK, OTHERWISE YOUR BID WILL BE DISQUALIFIED.	Tuesday, 09/22/2020 Time: 1:00 p.m. PST / 4:00 p.m. EST
DEADLINE FOR SUBMISSION OF QUESTIONS  Bidders must submit their questions to Randal Collins at <a href="mailto:RCollins@elsegundo.org">RCollins@elsegundo.org</a> and courtesy copy Maria Cerritos at <a href="mailto:MCerritos@elsegundo.org">MCerritos@elsegundo.org</a> .	Must be received in writing by: Friday, 09/25/2020 by 11:00 a.m.  Responses to questions will be posted no later than 5:00 p.m. on 09/28/2020 on the City's website: <a href="https://www.elsegundo.org/government/departments/city-clerk/bid-rfp">https://www.elsegundo.org/government/ departments/city-clerk/bid-rfp</a>
BID/PROPOSAL RESPONSES DUE  <b>ALL PROPOSALS MUST BE DELIVERED TO:</b> City of El Segundo City Clerk's Office RFP #20-03 350 Main Street, Room 5 El Segundo, CA 90245	On or before Wednesday, 10/14/2020 Time: 12:00 p.m.
TENTATIVE DATE FOR AWARDING RFP Approximately 60 to 120 days after the RFP closes.	The Bidders are responsible for checking the City's website for notice of intent to award at <a href="https://www.elsegundo.org/">https://www.elsegundo.org/</a>

### Inquiries:

All inquiries must be submitted on or before the last day for questions. Please refer to THE ABOVE Timeline/Dates for the particular date. Inquiries must reference the section number and title from the RFP. Bidders must submit their questions via email to Randall Collins at [RCollins@elsegundo.org](mailto:RCollins@elsegundo.org) and courtesy copy Maria Cerritos at [MCerritos@elsegundo.org](mailto:MCerritos@elsegundo.org)

**EXHIBIT B  
 BIDDER INFORMATION**

**SECTION 3: REQUEST FOR QUOTATION/PROPOSAL AND BIDDER REQUIRED INFORMATION.**

Bidder Company: \_\_\_\_\_ Date: \_\_\_\_\_

**Bidder Information**

Provide the information requested below or indicate "not applicable," if appropriate.

A. Name and Address of Bidder	A/P Remit To: if different
_____	_____
_____	_____
_____	_____

Telephone: _____	Telephone: _____
Facsimile: _____	Facsimile: _____
Email: _____	Email: _____
Website Address: _____	Attach W-9 (required). Yes <input type="checkbox"/> No <input type="checkbox"/>

- B. Bidder is a:
- |   |  |
|---|--|
| <input type="checkbox"/> California Corporation<br><br><input type="checkbox"/> Corporation organized under the laws of the State of: _____<br><br><input type="checkbox"/> With head offices located at: _____ and offices in California located at: _____<br><br><input type="checkbox"/> Sole Proprietorship: _____ Proprietor<br><br><input type="checkbox"/> Other: Attach Addendum and with explanatory details | <input type="checkbox"/> Limited Liability Partnership<br>List names of General partners and state which partners are managing partner(s): _____<br><br><input type="checkbox"/> Limited Liability Company<br>List managing member(s): _____<br><br><input type="checkbox"/> Partnership |
|---|--|

C. Have you (or your company) previously worked for the City of El Segundo?  Yes /  No  
 If yes, please provide information on additional sheets.

D. If required Contractor's license number & type: \_\_\_\_\_

E. The Bidder represents that it has not retained a person to solicit or secure a City contract (upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee) except for retention of bona fide employee or bona fide established commercial selling agencies for the purpose of securing business.

F. During the Quotation process there may be changes to the Quotation documents, which would require an issuance of an addendum or addenda. City disclaims any and all liability for loss, or damage to any Bidder who does not receive any addendum issued by City in connection with this RFP. Any Bidder in submitting a Quotation/Proposal is deemed to waive any and all claims and demands Bidder may have against City on account of the failure of delivery of any such addendum to Bidder. Any and all addenda issued by City shall be deemed included in this RFP and the provisions and instructions therein contained shall be incorporated to any Quotation submitted by Bidder.

G. The firm and individuals listed below, certify that: they do not and in the performance of this contract they will not discriminate in employment of any person because of race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person; and further certify that they are in compliance with all Federal, State and local directives and executive orders regarding nondiscrimination in employment.

_____ Signature	_____ Printed Name/Title of Signer
--------------------	---------------------------------------

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF EL SEGUNDO AND

This AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and \_\_\_\_\_ [name]\_\_\_\_\_, \_\_\_\_\_ [type of organization]\_\_\_\_\_ ("CONSULTANT"). The parties agree as follows:

**1. CONSIDERATION.**

As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;

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.**

CONSULTANT will perform services listed in the attached Exhibit "\_, " which is incorporated by reference.

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.

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

**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 “ ”) 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.**

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.

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:

Completion of the work specified in Exhibit “A”;

Termination as stated in Section 15.

**8. TIME FOR PERFORMANCE.**

CONSULTANT will not perform any work under this Agreement until:

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

- i. CONSULTANT furnishes proof of insurance as required under Section 22 of this Agreement; and
- ii. CITY gives CONSULTANT a written notice to proceed.

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:

Exhibit: \_: Scope of Work.

Exhibit: \_: Budget

Exhibit: \_ 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.

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

**15. TERMINATION.**

Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.

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.

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.

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).

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

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:

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

- 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

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

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 seven (7) years after termination or final payment under this Agreement.

**22. INSURANCE.**

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

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.

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.

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

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."

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:**

[name]  
[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.

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

**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.

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

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]

**EXHIBIT C  
PROFESSIONAL SERVICES AGREEMENT**

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

CITY OF EL SEGUNDO

CONSULTANT/COMPANY NAME

\_\_\_\_\_  
Scott Mitnick,  
City Manager

\_\_\_\_\_  
Name  
Title:

ATTEST:

\_\_\_\_\_  
Tracy Weaver,  
City Clerk

Taxpayer ID No. \_\_\_\_\_

CA Entity #: XXXX

APPROVED AS TO FORM:

\_\_\_\_\_  
Mark D. Hensley,  
City Attorney