



City of San Rafael, Library & Recreation

Request for Proposals (RFP)

Automated Materials Handling System

Issue Date: July 5, 2023

Response Deadline: August 9, 2023 5:00 PM PST

Jill Tokutomi, Assistant Director/ City Librarian

jill.tokutomi@cityofsanrafael.org

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1.0 Introduction

1.1 Purpose

The City of San Rafael (City) hereby requests proposals for an Automated Materials Handling system (AMH) for the Downtown San Rafael Public Library. The AMH checks-in and sorts returned library materials and immediately provides updates to patron accounts utilizing RFID (Radio Frequency Identification) tags. Proposals are to be obtained from qualified system integrators in support of the Library requirements.

1.2 General Requirements and Information

For a vendor to be considered, the City must receive a digital copy of the proposal by 5:00 PM PST on August 9, 2023. Vendors shall submit proposals using the format outlined in section 4.0. The response should be submitted via email to the Project Manager, contact info below.

The City of San Rafael will schedule vendor demonstrations the weeks of August 14 and August 21. Vendors will be expected to make one virtual presentation, focused on how their solution will address the Library's materials handling needs, the functionality from a patron and staff perspective, and the technical specifications of the equipment and software.

There is no express or implied obligation for the City of San Rafael to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request. Submission of a proposal indicates acceptance by the vendor of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of San Rafael and the vendor selected.

1.3 Vendor inquiries, including demonstration scheduling

All inquiries should be directed in writing to the Project Manager:

Jill Tokutomi
Assistant Director of Library & Recreation/ City Librarian
City of San Rafael
jill.tokutomi@cityofsanrafael.org

Vendors should submit their questions to the Project Manager by July 12. The Project Manager will publish responses to all submitted inquiries to the City website by July 19 to ensure all vendors have access to the responses. If vendors have additional questions

after the first period closes, they can submit them to the Project Manager by July 25, to be published on the City website by August 2.

No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.4 Timeline

The anticipated project timeline, subject to change, is as follows:

RFP Release—Response window opens	July 5, 2023
1 st Round Vendor inquiries due to Project Manager	July 12, 2023
Project Manager will publish responses to inquiries on the City website	July 19, 2023
2 nd Round Vendor inquiries due to Project Manager	July 26, 2023
Project Manager will publish responses to inquiries on the City website	August 2, 2023
Final Proposals Due	August 9, 2023
Vendor Demonstrations Scheduled (virtual)	Weeks of August 14, 2023 and August 21, 2023
Contract Award Finalized and Executed	September 20, 2023
Equipment Installation	End of December 2023

2.0 The City of San Rafael and the San Rafael Public Library

2.1 The City of San Rafael

San Rafael was incorporated in 1874 and became a charter city in 1913. It has a council/city manager form of government with Marin's only elected mayor and four elected city council members who serve four-year terms. San Rafael City Hall is located at 1400 Fifth Avenue.

The City of San Rafael has a population on 60,769 and occupies 22 square miles, 17 of which are land and 5 are water and tidelands. Low coastal mountains typify the terrain with water frontage on San Pablo Bay, the northern extension of San Francisco Bay. More than 45% of the City's land is vacant, open space, parks, or public lands. It is the urban center and County seat for the County of Marin whose population is 242,188. It is the largest incorporated city in Marin. There are 12 Colleges & Universities within commuting distance including Dominican College in San Rafael and

the College of Marin campuses in Kentfield and Ignacio. San Rafael is located one-half hour north of the Golden Gate Bridge on Highway 101.

Additional information about the City of San Rafael can be found on the official City of San Rafael website (www.cityofsanrafael.org).

2.2 The San Rafael Public Library

2.2.1 Administration

The San Rafael Public Library is part of the City's Library & Recreation Department. The Library Division has an annual operating budget of approximately 4.4 million dollars, comprised of City General Funds, a parcel tax fund, as well as other revenue sources. The Library Division is overseen by an Assistant Director of Library & Recreation/ City Librarian, under the Director of Library & Recreation who oversees the entire department.

2.2.2 Library

The San Rafael Public Library (SRPL) is comprised of 3 branches: the Downtown Main Library located in Downtown San Rafael, the Pickleweed Library located in East San Rafael, and the Northgate Library located inside the Northgate Mall in North San Rafael. Additionally, SRPL is a part of the MARINet consortium, comprised of 7 public library systems (including the Marin County Free Library, which has 10 branches) and 2 academic libraries. MARINet libraries share one catalog of materials, and patrons can use their library card and return items to any member library.

The San Rafael Public Library has 42,293 registered card holders, a collection of 88,413 physical items, and an annual circulation of 467,872 physical items. This RFP is for an AMH for our Downtown Main Library, which has an annual circulation of 455,336 items, which is approximately 97% of the total SRPL circulation, and over 10% of the total MARINet circulation. The Downtown Main Library has the second highest annual circulation of individual MARINet library branches.

3.0 Scope of Services

The City is seeking proposals for an AHM for the Downtown San Rafael Public Library. The AMH checks-in and sorts returned library materials and immediately provides updates to patron accounts utilizing RFID tags. Proposals are to be obtained from qualified system integrators in support of the City's requirements.

3.1 AMH Equipment, Hardware and Software Specifications

The proposed solution must meet the following specifications:

- External, book-drop style patron induction with sufficient aperture to accept most oversized books. The City will use a separate contractor to make any capital changes necessary to the exterior wall;
- Internal, staff induction with holds and in-transit receipt printer, barcode scanning capability, and touchscreen interface;
- Ability to communicate with Innovative Sierra Integrated Library System and multiple RFID tag types;
- Sorter and bin destination configuration that meets the needs of space provided (approximately 14' L x 10' W);
- System that includes a tote shelf, and ten (10) sorting locations with either ergo bins or space to accommodate totes measuring 21.5" W x 12.25" D x 9.75" H;
- Must be a flexible design that would allow for future growth and the addition of bins;
- Allows staff to choose between two or more sorting strategies, depending on need;
- Professional services including shipping, installation, implementation, project management, training, standard warranty and ongoing support/maintenance.

3.2 Pricing

Prices reflected in the proposal shall include any discounts extended. Unit prices shall be quoted for all components and costs for hardware, software, installation, and service. Vendor must include shipping, prices of all equipment and any options (as well as any one time and/or repetitive license fees) needed to meet all specifications within the pricing of proposal.

3.3 Guarantees and Warranties

All guarantees and warranties should be stated in writing and submitted as part of the proposal. Cost of first year warranty to include hardware, software, parts and service will be listed along with price and narrative of extended service plans available. The vendor shall warrant that the system will meet the reliability and performance requirements set forth in the RFP and will continue to do so for as long as the system remains under vendor maintenance.

3.4 Prevailing Wage

Each worker performing Work under this Contract that is covered under Labor Code section 1720 or 1720.9, must be paid at a rate not less than the prevailing wage as defined in sections 1771 and 1774 of the Labor Code. The prevailing wage rates are available online at <http://www.dir.ca.gov/DLSR>

4.0 Submission Requirements

It is the intent of this RFP to ascertain if and how your service fulfills the functionality outlined in section 3.

In addition to virtual demonstrations, all information should be submitted in the following format to enable the City to fairly evaluate and compare all systems. The Executive Summary and Sections 1.0 through 4.0 should be no more than 10 pages.

Executive Summary

Narrative:

Vendors are asked to outline briefly the entire service offering and any key elements to which readers should pay particular attention.

Section 1.0 Vendor Profile

The vendor profile should include a narrative section that addresses the following:

- An overview outlining the history of the vendor showing its expertise in automated materials handling equipment and implementation, meeting deadlines, and performing previously agreed upon work.
- A list of all project personnel and their roles. The vendor's dedicated account manager will have direct and continuous responsibility in matters dealing with the project. They will handle the day-to-day activities through to completion.
- A list of recent or in-process, relevant projects or similar size, scope, and complexity. This list shall include the names of the organizations, number of staff using the system, size and number of bins of the equipment installed, metrics indicating size of community, library system and circulation, and date of completion.

Section 2.0 System Specifications

Vendors are free to outline and summarize their proposals in narrative or table format and should include details of how they will meet the City's functional specifications. Specific exceptions to City's functional specifications should be described and justified here as well as any additional information the Vendor feels relevant to their offering.

Vendor should also describe required spatial and technical specifications for operating their proposed system (including measurements of physical space and building requirements for an external patron induction).

Section 3.0 System Integration and Training

Vendors are requested to submit in narrative form, an explanation of the process for research, development, and integration of the system. The City would like to understand what working with this vendor looks like, what their process will be to learn about the City's service needs, how the vendor will build out a version of the product tailored to meet the City's needs.

Vendors should also include information on the training services offered as well as project schedule indicating timelines for deliverables, critical meetings, equipment installation, etc. Please include information regarding the training format, and types of training as well as a full description of major tasks and subtasks that will be required to meet the system requirements and project schedule.

Section 4.0 Roadmap

Vendors are asked to include a narrative about their roadmap for the future and what is on the horizon in terms of new product features and enhancements.

Section 5.0 Full Cost

The full cost associated with the proposal including software, hardware, installation, implementation, training, processing fees, software updates, ongoing maintenance, and service calls. Include a cost breakdown of major components or milestones and estimates of all other expenses and/or one-time fees that will be invoiced to the City. Proposals shall include any projected recurring costs for five years or more.

Section 6.0 Sample Contract Documents

Vendors are encouraged to use the City's boilerplate services agreement as a starting point for a written contract (to be negotiated later). See Appendix A. Vendor should submit first-look comments on whether the City's standard language will need amendment or (alternately) submit sample contracts for maintenance or support of all proposed items as required herein for City review. The City desires a single source for all on-going support. If there are multiple vendors involved, either through joint proposals or sub-contractor provisions, there must be a provision for one vendor to be the primary source for all support such that cooperating vendors can be dispatched by the primary maintenance/support provider.

Section 7.0 References

Vendors should provide at least three (3) customer references where the vendor has completed similar contracts within the last five (5) years and include the name of the organization and the library Project Manager's name and contact information. If not included in Section 1.0, include the number of staff using the system, size and number of bins of the equipment installed, metrics indicating size of community, library system and circulation, and date of completion. References should be specific to the sales, installation, project management, and professional services of products within a public library system. The San Rafael Public Library utilizes the Sierra ILS. Priority of references should be given to those library systems where proposer seamlessly integrated new equipment, software, and hardware that utilized Sierra.

Section 8.0 Appendices

- Additional Vendor system brochures
- Sample hardware and/or network system specifications
- Sample Vendor contracts and/or comments on City's boilerplate language
- Sample Vendor Installation Diagrams
- Sample Vendor Implementation Timeline/ Project Plan

5.0 Evaluation Process

Proposals submitted in response to this RFP will be reviewed by the Project Manager and a team of staff representing the City, including a representative from the City's Digital Services and Open Government department, and Library staff who will interact directly with the AMH in their work duties. The City is intending to select the vendor best suited to meet our stated requirements.

Evaluation will be based on vendor's response to the Submission Requirements section, proposed cost, as well as their virtual demonstration and results gathered from any additional research performed by the City. Reference checks may consist of phone and/or email inquiries to any current or past customer of the vendor, either provided by the vendor or contacted independently by City.

Upon selection of a vendor, City will endeavor to negotiate a mutually agreeable Agreement for Professional Services contract with the selected vendor. If the City is unable to reach agreement with the selected vendor, the City will proceed, at its sole discretion, to negotiate with the next vendor selected by the City. The City reserves the right to contract for services in the manner that most benefits the City including awarding more than one contract if desired. An unsatisfactory-rated proposal will not be

City of San Rafael – RFP Automated Materials Handling System

considered further by the City. All vendors will be notified by email at the conclusion of the selection process.

Appendix A: Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

THE CITY OF SAN RAFAEL

AND

CONSULTANT'S NAME

FOR **SHORT DESCRIPTION** SERVICES

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter “CITY”), and **CONSULTANT'S NAME, a[n] (enter State name) corporation/limited liability company/partnership/individual** (hereinafter “CONSULTANT”). CITY and CONSULTANT may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. CITY desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled “SCOPE OF SERVICES”; and
- B. CONSULTANT represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of CITY; and
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. SERVICES TO BE PROVIDED.

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated **insert date of proposal** (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. COMPENSATION.

[Use this clause for time & materials, not-to-exceed:]

In consideration for **CONSULTANT**'s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed **Insert Total NTE**.

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

[OR use this clause for fixed fee:]

In consideration for **CONSULTANT**'s complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** a fixed fee, as further described in **Exhibit A**, in an amount of **Insert Fee**.

CONSULTANT will bill City for Services provided by **CONSULTANT**, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the **Effective Date** of this Agreement and terminate on **insert end date**.

4. PROJECT COORDINATION.

A. CITY'S Project Manager. **Title of City's Project Manager** is hereby designated the PROJECT MANAGER for the CITY and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

B. CONSULTANT'S Project Director. CONSULTANT shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for CONSULTANT. **Name of CONSULTANT's Project Director** is hereby designated as the PROJECT DIRECTOR for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the CONSULTANT shall notify the CITY within ten (10) business days of the substitution.

5. TERMINATION.

A. Discretionary. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

B. Cause. Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

C. Effect of Termination. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

D. Return of Documents. Upon termination, any and all CITY documents or materials provided to CONSULTANT and any and all of CONSULTANT's documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to CITY as soon as possible, but not later than thirty (30) days after termination.

6. OWNERSHIP OF DOCUMENTS.

The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7. INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8. ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10. INDEMNIFICATION.

A. Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**,

and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the “**City Indemnites**”), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively “**CLAIMS**”), arising out of **CONSULTANT’S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT'S** obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnites**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnites**, the **CONSULTANT'S** indemnification obligation shall be reduced in proportion to the **City Indemnites’** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT’S** work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT’S** indemnification obligations. In the event the **City Indemnites** are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT’S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnites** or at **CITY’S** option reimburse the **City Indemnites** their costs of defense, including reasonable attorneys’ fees, incurred in defense of such claims.

B. Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnites**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney’s fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12. COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13. NO THIRD PARTY BENEFICIARIES.

CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14. NOTICES.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To CITY 's Project Manager: Name/Title of City's Project Manager 1400 Fifth Avenue San Rafael, CA 94901	To CONSULTANT 's Project Director: Name/Title of City's Project Director insert mailing address insert mailing address
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15. INDEPENDENT CONTRACTOR.

For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16. ENTIRE AGREEMENT -- AMENDMENTS.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18. WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19. COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20. CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21. SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22. APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[Signatures are on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

<p>CITY OF SAN RAFAEL:</p> <hr/> <p>CRISTINE ALILOVICH, City Manager</p> <p>APPROVED AS TO FORM: Office of the City Attorney</p> <hr/> <p>By: GENEVIEVE COYLE, Assistant City Attorney</p> <p>ATTEST: City Clerk</p> <hr/> <p>LINDSAY LARA, City Clerk</p>	<p>CONSULTANT:</p> <hr/> <p>By: _____ Name: _____ Title: _____</p> <p>[If CONSULTANT is a corporation, add signature of second corporate officer]</p> <hr/> <p>By: _____ Name: _____ Title: _____</p>
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EXHIBIT A
SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT**'s proposal, which is attached to this Exhibit A.

EXHIBIT B
INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. Scope of Coverage. During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. Commercial general liability. A commercial general liability insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. Automobile liability. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars (\$1,000,000) per occurrence.

3. Professional liability. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum

amount of one million dollars (\$1,000,000) per occurrence/two million dollars (\$2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. Workers' compensation. If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. Other Insurance Requirements. The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2. The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3. Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4. By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5. If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.
6. The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.
7. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.
8. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.
9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSULTANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.
10. **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for

the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

C. Deductibles and SIR's. Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D. Proof of Insurance. **CONSULTANT** shall provide to the **PROJECT MANAGER** all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.