Request for Proposals
Traffic Management System Equipment

February 28, 2018

REQUEST FOR PROPOSALS

The City of Vista is requesting proposals from qualified companies for the furnishing of components for a state of the art traffic management system and all associated hardware and firmware to allow for field operation and central control of the City's traffic signals in accordance with the requirements and specifications of this Request for Proposals.

The selected Company's products will be used to replace the City's existing traffic signal central management computer application (Advanced Traffic Management System, ATMS) and all of the City's existing traffic signal controllers, as well as to satisfy the City's future procurement needs for traffic signal maintenance and repair services and new traffic signals.

The term **'System'** shall be used to collectively refer to traffic signal controllers, ATMS, Value Added Offerings and all other firmware, software and components related to the project objectives and required to satisfy the requirements of this RFP. The objective of this project is to procure a system that will:

1. Provide new Advanced Traffic Controllers designed to work seamlessly with the new ATMS and various subsystems.
2. Provide adaptive signal operations to better serve fluctuating traffic conditions involving both recurring and non-recurring congestion utilizing real-time, automatically collected field data.
3. Provide various modes of operation including adaptive, coordination, free, peer to peer and responsive.
4. Provide various Adaptive Signal Control Technology (ASCT) strategies.
5. Provide an intuitive, user-friendly application environment in the traffic signal controllers and in the ATMS.
6. Integrate into the Traffic Management Center (TMC).
7. Through the ATMS, allow for seamless monitoring of traffic conditions and adjusting of traffic signal operations in real time with no interruptions, time lag or sluggishness.
8. Automatically monitor, assess and provide notifications about the status and state of repair of traffic signal equipment in the field.
9. Provide simple and easy to read interactive maps and graphics.
10. Automatically collect traffic data including "high resolution" traffic data.
11. Provide data analytics with automatic post processing.
12. Calculate meaningful performance measures describing the performance of traffic operations and produce simple and valuable reports.

TECHNICAL REQUIREMENTS AND SPECIFICATIONS

Please see Item 9.c in the Proposal Requirements section below for System functional requirements.

MINIMUM COMPANY QUALIFICATIONS

Please see Minimum Company Qualifications in Attachment 'B'. These qualifications are required and are a prerequisite for accepting a proposal from a Company.

PROPOSAL REQUIREMENTS

Submitted proposals are, at a minimum, to include the following elements:

1. Cover letter.
2. Addenda issued by the City during the RFP publishing period.
3. A description of the project understanding.
4. A discussion of the Company's and system qualifications.
5. A discussion of the Company's staffing and their qualifications.
6. A description of the terms of the Company's warranty terms for the System components
7. A discussion of the approach or methodology to addressing the project objectives.
8. A list and description of similar projects.
9. Proposed Fee Schedule as detailed in Attachment 'A' submitted in a **separate sealed envelope**.
10. All of the forms listed below and included in **Attachment 'B' must be completed. The forms may be reproduced by the Company and be made part of the submitted proposal in the same order listed below.**
    a. Minimum Company Qualifications
    b. Company Deployment Experience
    c. Functional Capabilities Checklist
    d. Unspecified offerings included in the Proposed Fee Schedule
    e. Statement of Performance Add-ons
    f. Statement of ability to provide Goods and Warranty Services
    g. Statement of Delivery Schedule

Please note the following conditions:

1. Each Company, by the submission of a proposal, assents to each and every term and condition set forth in this RFP and attached sample agreement and, upon award, agrees to be bound by the terms.
2. Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind may be cause for rejection in the City's sole discretion.
3. It is the Company's responsibility to ensure that all addenda issued are incorporated in their submitted proposal. Failure to acknowledge and incorporate addenda may be cause for the City to reject the proposal.
4. If a Company takes any exceptions to any part of the RFP as written or as amended by any addenda subsequently issued, must clearly state so in writing in their submitted proposal.

TERM

The City will enter into a service contract agreement with one selected Company for a three-year term with option to renew for two additional one-year terms.

RFP SCHEDULE

The City's schedule for the RFP selection process is as follows:

Milestone	Date
City Issues RFP	February 28, 2018
Deadline for questions	March 21, 2018
Proposals Due	**April 2, 2018**
Short List Announced	April 17, 2018
Company Presentations	May 1, 2018
Contract Award	June 12, 2018

The City reserves the right to extend the date by which proposals are due.

Please submit three hard copies and one electronic PDF copy of the Company's proposal, with all copies having been signed by an official with the power to bind the Company in its proposal and **must acknowledge the RFP and any addenda have been read and understood.** To be considered, all proposals shall be completely responsive to the RFP.

To be considered, proposals shall be delivered no later than **4:00 pm on April 2, 2018** to:

City of Vista
City Clerk's Office
Attn: Sam Hasenin
200 Civic Center Drive
Vista, CA 92084

SELECTION CRITERIA

A panel of practicing experts will evaluate each proposal and a score will be assigned based on the scoring criteria detailed below. The proposals receiving the three highest scores will be selected for further consideration by conducting a presentation to the City, which will be evaluated using the same criteria below.

As detailed in the Proposal Requirements section and Attachment 'B', proposals may include 'Unspecified Value Added Offerings' and 'Add On's'. Both will be considered part of the 'System' and will be included in the scoring evaluation. The following table lists the scoring criteria and explains how the proposals will be evaluated:

SCORING CATEGORY	DESCRIPTION
Functionality (25%)	The functional capabilities of the System (e.g., traffic signal controllers and ATMS) will directly determine the project's success. This is a self-evaluation of functional capabilities of the System that best meet the City's traffic needs. An example is having total control over the order of phasing and establishing "if-then" relationships with ease for an offset intersection or a group closely spaced intersections run by one controller. Another example is the ability to easily reservice a left turn within a coordinated cycle.
Ease of use (25%)	This criterion evaluates how simple the System is to operate. For example, touch screen controllers with intuitive menus facilitate easier data entry. An ATMS application with easy to navigate and self-explanatory menus, sharp intersection display graphics with relevant timing parameters clearly displayed and simple timing parameter menu structures will be considered superior. For example, the ability to implement an overlap or preemption operation under one menu function (one dialogue window) in the ATMS and in the controller is a plus. The ease of finding various signal function and operation set-ups in the menus will also be evaluated. In other words, from the perspective of the practitioner, the difficult programming and logic set up should be done in the background while activating a function should be done through simple dialogue window data entry.
Adaptive/Responsive Traffic Signal Operations (20%)	This is a thorough evaluation of the Company's Adaptive Signal Control including methodology of calculating timing parameters, balancing side street delay versus mainline travel times, input data needs, equipment needs, and City staff need to monitor and make adjustments to a system.
Experience (20%)	Ability to demonstrate that the proposed System is based on a product line that has a solid history of providing quality products and a high level of support service. Track record of "bugs" in hardware and software and how these are solved, internally and externally, including customer notifications, updates, and support.
Reports (10%)	Being able to monitor the traffic signal operations and provide meaningful reports is critical to the project's success. Company to illustrate System ability to provide effective graphical displays and clear reports with the relevant performance parameters shown.

SELECTION PROCESS

The submitted proposals will be assessed in a two-part evaluation process. Proposals will first be evaluated and prioritized based on the scoring criteria above. The companies with the three highest scores from this phase will then be invited for the second phase of the evaluation process consisting of in person presentations by the companies at the City's Civic Center. The presentations are mandatory. Failure to present and demonstrate the proposed System will eliminate the Company from consideration. The presentation will consist of the following components:

1. A 30 minute presentation of the following:
   a. Company's qualifications
   b. Company's staffing and their qualifications
   c. Deployment experience
   d. Capability and quality of technical support
   e. General discussion of the signal controller features
   f. Pricing structure options
   g. Q & A
2. A 30 minute presentation on the Company's Adaptive Signal Control system as follows:
   a. A detailed explanation of how the system operates
   b. A description of the system's hardware and software requirements at the TMC and at each intersection
   c. A true and accurate depiction of the need and extent to which City staff needs to monitor and make adjustment to a system implemented along an arterial
   d. Realistic travel time and delay benefits of the system
3. A 45 minute demonstration of the Company's signal controller and ATMS as follows:
   a. A live demonstration of the Company's signal controller showing how its menus and data entry operations work
   b. A live demonstration of the Company's ATMS showing how its menus and data entry operations work
   c. A demonstration of the ATMS's various reports and graphs

Presentations should be in PowerPoint or a similar format. The demonstration must include a live working system in a real-time municipal traffic engineering environment or similarly mocked environment. Questions from the City selection panel will be asked in an open format. Companies are required to bring any equipment and material necessary for the presentation/demonstration. City staff will work with each Company to provide adequate time and assistance preparing for the presentation.

The contract award, if any, will be made to the proposer whose proposed ATMS best serves the interests of the City as it determines in its sole discretion. This is not a low bid solicitation, and the scoring criteria set forth above are not determinative of the successful proposer.

RIGHT TO REJECT PROPOSALS

The City reserves the right to delay the project or reject any or all proposals submitted and no representation made hereby that any contract will be awarded pursuant to this RFP or otherwise.

The City reserves the right to extend the due date for the proposal, accept or reject any or all proposals received as a result of this request, negotiate with any qualified Company or cancel this RFP in part or in its entirety. The City may require the selected Company to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from negotiations.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the Company. The City will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind, which may be incurred by the Respondent. All proposals submitted to the City become the property of the City.

DISCLOSURE

All proposals become property of the City unless a return is specifically requested as specified in the following section. The City is a public agency subject to the disclosure requirement of the Public Records Act, California Government Code Section 6250 and following. These requirements include an exemption for "trade secrets". If any proprietary information is contained in or attached to the written proposal, it must be clearly identified. In order to protect trade secrets from disclosure, pursuant to a Public Records Act request, you must agree in writing to defend and indemnify the City of Vista if litigation results.

QUESTIONS ON THIS RFP

Questions about this RFP must be submitted to me in writing at the e-mail address below by the question deadline stated in the RFP Schedule section above.

Sincerely,

Husam Y. Hasenin

Husam Hasenin, P.E., T.E.
Principal Engineer
760.643.5411
hhasenin@cityofvista.com

Attachments: A: Proposed Fee Schedule (In a Separate Sealed Envelope)
                B: Required Forms
                C: Sample Service Contract Agreement

CITY OF VISTA
C A L I F O R N I A

Attachment 'A'
Proposed Fee Schedule
(In a Separate Sealed Envelope)

PROPOSED FEE SCHEDULE (In a Separate Sealed Envelope)

The table below describes 16 items, which are likely to compose the various components of a complete System. The table below is only intended to be a guide and it is the Company's responsibility to include all components for a fully operational System.

If there are more than one pricing structures available, please develop a separate Proposed Fee Schedule for each pricing structure option and label as Option 1, Option 2 and so on. Include ALL System components in the Proposed Fee Schedule for each pricing structure so that a Proposed Fee Schedule can be selected as a standalone schedule without having to refer to other schedules. If a pricing structure cannot be clearly delineated from the Proposed Fee Schedule alone, please provide a brief narrative explanation.

Following is a brief explanation of each item in the Proposed Fee Schedule.

<u>Item 1:</u> This is the price to purchase and set up an Advanced Traffic Management System (ATMS) and shall include hardware, software, licenses, implementation, testing, training, documentation, warranty, and all other appurtenances necessary for a fully functional ATMS per the specifications.

<u>Item 2:</u> This is the price to purchase and set up an Adaptive Signal Control Module in the ATMS, if not already included in the ATMS item above.

<u>Item 3:</u> Unit price per 2070 ATC Controller Unit and shall include all hardware and software modules that meet all requirements per the 2070 ATC controller specifications. This unit price may be reasonably escalated every two years. However, the City has the right to negotiate or reject the increase.

<u>Item 4:</u> Annual Fee for ATMS and Adaptive software license, upgrades & updates and for support for all System components. This price should be good for the maximum life of the contract of <u>five years</u>.

<u>Items 5 & 6:</u> Additional support cost on an hourly basis, if not already included in Item 4.

<u>Item 7:</u> This is the cost (software, fees, set up, support, etc.) to implement Adaptive Operations expressed per unit of signalized intersection. This price should be good for the maximum life of the contract of <u>five years</u>.

<u>Item 8:</u> Any additional support costs for an operational Adaptive Signal Control System expressed per unit of signalized intersection, if not already included in the support items above. This price should be good for the maximum life of the contract of <u>five years</u>.

<u>Items 9 through 16:</u> ATMS Technology Modules shall include any independent software and/or hardware that is provided in a self-contained manner and offered as a separate modular component of the ATMS with distinct pricing. The ATMS technology modules perform functionality and operations as required per the specification and may include CCTV management, High Resolution Data Reporting, Asset Management and Maintenance, Analysis Tools, Connected Vehicle and Infrastructure or other ATMS modules. Modules that are not required per the specification and are recommended by the Company should be included in the "Statement of Add-Ons" section.

Item No.	Description	Unit	Unit Price
1.	Advanced Traffic Management System (ATMS)	Lump Sum	$_____
2.	Adaptive Signal Control Module, if not part of the ATMS	Lump Sum	$_____
3.	Controller	EA	$_____
4.	Annual fee for ATMS and Adaptive software license, upgrades & updates and for support for all System components	$/Year	$_____
5.	Technical support (phone) **if separate from the annual fee in Item 4**	$/Hour	$_____
6.	Technical support (on-site) **if separate from the annual fee in Item 4**	$/Hour	$_____
7.	Cost (software, fees, set up, support, etc.) for Adaptive Operations per signalized intersection	$/Intersection	$_____
8.	Annual Support Fee for Adaptive Operations per Signalized Intersection, **if not covered by other items above**	$/Year/Intersection	$_____
9.	ATMS Technology Module 1	Lump Sum	$_____
10.	ATMS Technology Module 2	Lump Sum	$_____
11.	ATMS Technology Module 3	Lump Sum	$_____
12.	ATMS Technology Module 4	Lump Sum	$_____
13.	ATMS Technology Module 5	Lump Sum	$_____
14.	ATMS Technology Module 6	Lump Sum	$_____
15.	ATMS Technology Module 7	Lump Sum	$_____
16.	ATMS Technology Module 8	Lump Sum	$_____
		TOTAL	$_____

CITY OF VISTA
C A L I F O R N I A

Attachment 'B'
Required Forms

a. MINIMUM COMPANY QUALIFICATIONS

1. The manufacturer of the proposed System components is required to have a minimum of ten years in business in the manufacturing and deployment of signal controllers and ATMS systems. The Company shall include documentation in the proposal verifying this experience.

2. The Company is required to provide proof of commercial delivery of at least ten ATMS systems as part of the proposal. The delivery shall be of similar deployment and to a municipal agency within the United States of America during the past three years. The documentation should indicate to whom the systems were delivered and the total number that has been installed to date. The Company shall include documentation in the proposal verifying this experience and may use the table provided on the following page.

3. The Company is required to be either the manufacturer or the manufacturer's authorized distributor for the traffic signal System components that are submitted in the proposal. The Company shall include documentation in the proposal verifying their status as the manufacturer or the manufacturer's authorized distributor.

4. All System components proposed by the Company must comply with RFP specifications and requirements and with current standards. The City may test any and or all Company proposed equipment at the City's discretion to ensure that the System meets the RFP requirements.

5. Any Company that fails to provide the required proof of qualifications shall have their proposal declared "Non-Responsive" at the City's discretion, and their proposal shall not be considered for this procurement. By submission of a proposal, the Company agree that the City of Vista shall make the sole determination as to the Company meeting these minimum qualifications.

Notes (include attachments as required):

_____
_____
_____
_____
_____
_____

Signature of Authorized Company Representative Certifying Meeting the above Qualifications

Name: _____

Title: _____

Date: _____

b. COMPANY DEPLOYMENT EXPERIENCE

Date Contract Completed	Name and Address of Agency	Contact Person's Name and Telephone Number	Contract Amount

c. Functional Capabilities

The following pages detail the desired and required quality and characteristics of the ATMS system. The detail is based on City of Vista traffic system needs and market research of industry ATMS features and provisions. The table contains a thorough list of functional characteristics that reflect a high performing traffic signal system. It is not anticipated that all highly desired characteristics will be met, however it is expected that the most beneficial System solution will meet most characteristic requirements to satisfy the needs of the City.

ID	ATMS Category	Quality and Characteristic Detail	Required or Highly Desired	Met
General Requirements				
1	General	Commercial Off-the-shelf (COTS) system.	Required	☐
2	General	Ease of customizing system or modules to meet needs.	Highly Desired	☐
3	General	No third-party utilities.	Highly Desired	☐
4	General	Must be compatible with existing City detection systems, or bid item must itemize costs to upgrade or augment current system.	Required	☐
5	General	Must be compatible with existing City communication systems and City TMC systems that communicate with equipment using Internet Protocol (IP).	Required	☐
6	Controllers	Shall be compliant with Model 2070E controller unit per Caltrans Transportation Electrical Equipment Specifications (TEES), 2015 Qualified Products List, and as consistent with ATC 5202 Model 2070 Controller Standard v03.04 and AB3418.	Required	☐
7	Controllers	Shall be NTCIP compliant.	Required	☐
8	Controllers	Software and Hardware Interoperability – proven ability to utilize 2070 controllers and CPU modules of different manufactures.	Highly Desired	☐
9	Controllers	Must be compatible with 332 cabinet environments.	Required	☐
10	Controllers	Compatible with ATC cabinet environment.	Highly Desired	☐
11	-	-	-	
Application and Configuration Qualities				
12	User Friendly Graphical User Interface (GUI)	Low level of effort to understand, navigate, and use.	Required	☐
13	Integration	Seamless integration into existing Vista physical TMC network environment.	Required	☐
14	Reliability	Mature state of development – wide user base for hardware and software and low incidence of defects or debugging.	Required	☐
15	Maintainability	Software and add-ons must be easy to update and integrate. Examples or demonstration of software updates may be requested at the City's discretion.	Required	☐

16	Testability	ATMS and Controller testability should be easy. ATMS and Controller shall have the ability to simulate operations for all functionality, elements, and modules prior to implementation without the need of a 3rd party application.	Required	☐
17	Modularity	Appropriate level of modularity for ease of testing and modifying to add new modules.	Highly Desired	☐
18	Interoperability	Ability to interface with existing TMC systems: RAMS, GIS, Maintenance Application, Video Management System, Radar Speed Feedback Signs, Rectangular Rapid Flashing Beacons. Ability to interoperate with the City's crash database .	Highly Desired	☐
19	-	-	-	☐
20	Shelf life	Demonstrate application has a long shelf life through ongoing and future development.	Required	☐
ATMS Features				
21	Advanced Feature	Demonstrated connected vehicle technology capability including SPAT data exchange.	Highly Desired	☐
22	Advanced Feature	Experience with implementation in Integrated Corridor Management environment.	Highly Desired	☐
23	Modes of Operation	Must work in Adaptive, Coordination, Peer-to-Peer, and Free modes by TOD, user selected, or automatic.	Required	☐
24	Modes of Operation	Controllers must be able to communicate control and command locally between each other (Peer-to-Peer).	Highly Desired	☐
25	Modes of Operation	ATMS must report Hi-Res Data, counts, speed, spilt time monitoring in all modes of operation (adaptive, coordination, free, peer to peer) without the need of a 3rd party application.	Required	☐
26	ASCT	Ability to adapt signal timing parameters to real-time traffic data (volume, speed, High-Resolution, etc.) using controller and TMC systems including.	Required	☐
27	ASCT	Transition between timing plans will minimize disruption to mainline traffic flow.	Required	☐
28	ASCT	Ability to balance, measure, and report performance in terms of side street delays and mainline travel times.	Required	☐
29	ASCT	Improve mainline travel times on low-volume arterials with minimal or no unnecessary side-street delay.	Required	☐
30	ASCT	Use High-Resolution data to manage traffic signal operations during periods of fluctuating traffic	Required	☐

#		Description		
		patterns such as off-peak conditions, weekends, and holidays.		☐
31	ASCT	Ability to clearly report each signal timing transition made and provide supporting data used to change signal operations.	Required	☐
32	Data Collection	Ability to collect and report Hi-Resolution data collection without 3rd party application.	Required	☐
33	Data Collection	Ability to perform automated counts and store count data in a server database environment for 3 years.	Required	☐
34	Data Collection	Ability to automate collection and reporting of accurate traffic data (e.g., turning movements and mid-block daily volumes) through system detection.	Required	☐
35	Analysis	Ability to analyze traffic conditions automatically and in real time. No manual post processing.	Highly Desired	☐
36	Reports	Simple to read format and quality presentation of data collection and analysis.	Required	☐
37	Reports	Automated and on-demand performance reports including system reports (uptime and activation of system and devices) and traffic reports (traffic measurements and statistics).	Required	☐
38	Reports	Ability to quickly recreate, review and compare current and past signal operations.	Required	☐
39	Reports	Ability to quickly review and compare current and past Hi-Res data.	Required	☐
40	Reports	Easy reporting of side street delay, ability to see actual green band, graphs of real-time operations.	Required	☐
41	Reports	User configurable creation of graphics and reports.	Required	☐
42	Reports	Ability to display either Google Maps or Bing Maps with Traffic API including: traffic, accidents, and other traffic-related incidents.	Required	☐
43	Reports	Split monitor reporting of historic signal operations including time of day, cycle length, phasing, and split timing for all mode of operations (free, coordination, peer-peer, adaptive, etc.).	Required	☐
44	Reports	Maintain up to 2 years of log data.	Required	☐
45	Reports	ATMS and Controller shall store operational logs prior to signal going into flash mode of operation.	Required	☐
46	Reports	ATMS shall support the ability to customize signal timing sheet through Microsoft Excel format.	Required	☐
47	Maintenance Activity	Traffic signal system asset management capability.	Highly Desired	☐
48	Maintenance Activity	Preventative Maintenance Logging capability for maintenance technicians.	Highly Desired	☐

49	Public Requests	Log inquiries and requests from the public and ability to track responses to service requests.	Highly Desired	☐
50	Construction Management	Ability to schedule future construction activity and track future and real-time construction activity.	Highly Desired	☐
51	System Health	Automatically identify system issues.	Required	☐
52	Alarms	Automatically alert operators when operations don't meet expectations based on user enabled or defined performance metrics or there is an event.	Highly Desired	☐
53	Failover	Automatic failover for continued operation in the event of a single failed component. For example: adaptive mode to coordinated mode.	Required	☐
54	Data Dissemination	Ability to disseminate and display ATMS information to the City website.	Highly Desired	☐
55	Data Dissemination	Ability to disseminate ATMS controller status information to the "Cloud" in a universal data format.	Highly Desired	☐
56	Data Archives	Automated and easy to retrieve data archives.	Required	☐
57	System Back-ups	Automated and easy to retrieve system back-ups.	Required	☐
58	System Documentation	Detailed system documentation for all features and modules. User manuals that describe how to use the system and how the system should behave.	Required	☐
59	Security	Standard security features including user ID and permissions.	Required	☐
Manufacturer Service				
60	Web Services	Well organized website including user forums, online training, webinars, and technical library.	Highly Desired	☐
61	Web Services	Notifications of software update release notices and revision notices with detailed description of release and reason. Log of updates and releases.	Highly Desired	☐
62	Technical Support	US based online technical support (e.g., chat based) with remote access support capability during regular business hours (Pacific Time Zone).	Highly Desired	☐
63	Technical Support	US based phone based technical support during regular business hours (Pacific Time Zone).	Highly Desired	☐
64	Service Requests	Ability to respond to onsite service requests in 24 hours for the first 1 month of system deployment.	Highly Desired	☐

d. COMPANY'S STATEMENT OF UNSPECIFIED VALUE-ADDED OFFERINGS

List items or services you are offering in addition to those in the attached specifications or scope of work offered as part of your proposal and included in Proposed Fee Schedule pricing. If none, please state "none".

ITEM	UNIT PRICE

e. COMPANY'S STATEMENT OF ADD-ON'S

List items or services you offer that have an additional cost that are not specified in the Proposed Fee Schedule or in the Value Added Offerings. These can be auxiliary equipment or primary equipment that performs a valuable system function as per the Company's recommendation. Also, include all labor charges for technical support during installation and equipment configuration. The additional cost must be provided on a per item basis.

ITEM	UNIT PRICE

f. COMPANY'S STATEMENT OF ABILITY TO PROVIDE GOODS AND WARRANTY SERVICES

The Company is required to make a statement of how goods and warranty services will be provided. This statement shall include the following:

- Time period between award and start of delivery.
- Number of requested items currently in stock.
- Company resources dedicated to goods production.
- Length of time the manufacturer has been in business.
- How quickly warranty items can be addressed.
- Method of warranty service request.
- Company procedures for meeting warranty obligations.
- Any other information you can offer that will help determine your ability to provide goods and warranty services.

The City of Vista reserves the right to evaluate the competency and responsibility of all companies and to evaluate the ability of any company to perform all conditions of the contract to assure the award of this contract to a Company able to produce the quality of goods and warranty service required and intended by this RFP.

g. DELIVERY SCHEDULE

The selected Company must agree to the following product delivery terms:

1. The Company is required to deliver all requested traffic signal equipment within 45 calendar days of issue of Purchase Order from the City of Vista. Subsequent orders will be delivered within 14 calendar days following order placement.

2. The Company will be required to deliver all items F.O.B. to one or more City facility locations within the City Limits.

3. The Company is not obligated to exceed the delivery schedule (i.e., provide equipment in less than 45 calendar days), but may include ability to exceed the delivery schedule as part of the Value-Added offerings.

Signature of Authorized Company Representative Acknowledging the Above Conditions

Name: _____

Title: _____

Date: _____

Attachment 'C'
Sample Service Contract Agreement

CONTRACT FOR SERVICES

THIS "CONTRACT" is entered into by and between the "**Parties**" as of _____ ("**Contract Date**").

1.0   THE "PARTIES"

The "**City**":   The **"Contractor"**

CITY OF VISTA, a chartered municipal   **NAMEX**, statusx
corporation   Address
200 Civic Center Drive   Address
Vista, CA 92084
                                                        Contact: name
Working Contact: workingname
Billing Contact: billingname

2.0   BASIC TERMS

2.1   The "**Services**" to be performed by Contractor are set forth in City's Request for Proposals ("**Exhibit A**").

2.2   Contractor desires to enter into this "**Contract**" with City for the Services.

2.3   The "**Project**" for which the Services are required is described in **Exhibit A**.

2.4   Contractor has submitted to City a Proposal to perform the Services dated proposaldate ("**Exhibit B**").

2.5   The "**Contract Ceiling Price**" is $xx,xxx per year.

3.0   CONTRACT TERM

3.1   This Contract shall take effect as of the Contract Date.

3.2   This Contract shall be in effect for xx calendar months ("**Term**") and shall terminate on the last calendar day of the last month of the Term. The Term may be extended at the City's option for an additional xx months, in increments of City's choice, for a maximum Term of xx from the Contract Date.

3.3   City may terminate this Contract upon 30-days' written notice to Contractor. In such event, or upon request of City, Contractor shall assemble all City documents in the Contractor's possession, put them in order for proper filing and closing, and deliver the documents to City. In the event of termination, Contractor shall be paid for work performed to the termination date. City shall make the final determination as to the portion of tasks completed and the compensation to be paid.

4.0   SCOPE

Contractor shall perform all Services including, labor, materials, software, supplies, reports, and documents for as may be required from time to time, in accordance with Exhibit A. The Services

shall be complete, and all work, material and services not expressly called for in the Proposal which may be necessary to carry out the Contract in good faith, shall be performed by the Contractor at no increase in cost to City. In the event of a conflict between the provisions of **Exhibit A** and **Exhibit B**, the provisions of **Exhibit A** shall control.

5.0   COMPENSATION

5.1   City shall pay Contractor on a time and material rate as set forth in **Exhibit B** for the Services to be performed.

5.2   An invoice for payment shall be submitted in a form satisfactory to City. At a minimum, the invoice shall include: the purchase order number, the work order number, a description of the work performed, and a total amount.

5.3   Changes in, additions to, or deductions from the Services, including increases or decreases in the quantity of any item or portion of the Services, shall be set forth in a written change order executed by City and by the Contractor which shall specify:

5.3.1   The changes, additions, and deductions to be made.

5.3.2   The increase or decrease in compensation due the Contractor, if any.

5.3.3   Adjustment in the time of completion, if any.

5.4   Contract Ceiling Price

5.4.1   In no event shall City be liable for paying more than the Contract Ceiling Price for Contractor's services rendered under this contract.

5.4.2   If it becomes foreseeable that Contractor will need to perform services such that the cumulative total of costs to City will exceed the maximum permitted by this Contract, any such cost overrun will be handled pursuant to the change order procedure in Chapter 3.08. City and Contractor recognize that City lacks authority to exceed the cost ceiling without the express authorization of the City Council. If the maximum cost to City for this Contract is exceeded unexpectedly, payment shall be made as mutually agreeable and disputes shall be handled pursuant to this Contract, but work shall cease as soon as is reasonably feasible once the cost ceiling plus allowable change orders, if any, is exceeded.

5.5   Except as provided in **Exhibit B**, Contractor shall not be reimbursed for any expenses incurred in rendering services under this Contract.

6.0   CONTRACT DOCUMENTS

The Contract comprises the following documents including all additions, deletions, modifications and appendices and all addenda setting forth any modifications or interpretations of any of these documents: Documents required under **Exhibits A–E**.

7.0   TIME FOR COMPLETION AND COMMENCEMENT OF SERVICES

All Services under the Contract must be completed in compliance with the schedule in **Exhibit B**.

8.0   ASSISTANCE BY CITY

All information, data, records, reports and maps as are in possession of City and necessary for the carrying out of this work shall be available to Contractor without charge. City shall make available to Contractor members of its staff for consultation with Contractor in the performance of this Contract. City does not warrant that the information data, records reports and maps heretofore or to be provided to Contractor are complete or accurate and Contractor should satisfy itself as to accuracy and completeness. City and Contractor agree that City shall have no liability should any information, data, records reports, and maps be inaccurate, incomplete or misleading. Unless provided in **Exhibit A**, no other assistance shall be provided by City to Contractor.

9.0   STANDARD OF PERFORMANCE

9.1   Contractor represents and warrants that it has the training, qualifications, experience and facilities necessary to properly perform the Services required under this Contract in a thorough, competent and professional manner. At all times Contractor shall faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Contract, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Contract.

9.2   Contractor shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term of this Contract. Contractor shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Contract, including any business licenses required by City. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Contractor to comply with this Section.

10.0   CONTRACTOR'S STATUS; CONTRACTOR'S EMPLOYEES

10.1   Contractor shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling. Contractor is not to be considered an employee of City, nor shall any employees of Contractor be considered employees of City, for any purpose. Contractor shall be under the direction and control of City staff only as to the results to be accomplished. This Contract is not intended to create the relationship of partnership, joint venture, or association between City and Contractor.

10.2   Contractor represents and warrants that all design professional services, if any, shall be provided by a person or persons duly licensed by the State of California to provide the type of services described in **Exhibit A**.

10.3   Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to

City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

10.4   Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's officers, employees, agents and subcontractors that are included in this Contract.

10.5   The payment made to Contractor pursuant to this Contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. City will not make any federal or state tax withholdings on behalf of Contractor. City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

10.6   Contractor agrees to defend and indemnify City for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this contract. This is a continuing obligation that survives the termination of this Contract.

11.0   CIVIL RIGHTS

11.1   Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations hereinafter enacted.

11.2   Contractor shall not knowingly deny an opportunity or benefit, discriminate against or harass, any employee or applicant for employment on account of the person's race, color, ethnicity, national origin, ancestry, religion, creed, veteran status, physical disability, mental disability, medical condition, marital status, sex, sexual orientation, age, or other status protected from workplace discrimination by state or federal law.

11.3   Contractor shall not knowingly give preferential treatment to any applicant for employment on the basis of race, color, ethnicity, national origin, ancestry, religion, creed, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation.

11.4   This section shall be interpreted in a manner that is consistent with the California and United States Constitutions and applicable state and federal statutes governing workplace discrimination. The terms used in this section shall have the same meaning as defined in state statutes governing the same subject matter.

11.5   Nothing in this section shall be interpreted as prohibiting bona fide occupational qualifications consistent with applicable state and federal law and reasonably necessary to the normal operation of Contractor. Nothing in this section shall be interpreted as prohibiting regulations and policies to prevent nepotism or conflicts of interest.

11.6   Nothing in this Section shall be interpreted as prohibiting action taken to establish or maintain eligibility for any federal program, where ineligibility would result in a loss of federal funds to City.

11.7   To the fullest extent permitted by law and without limitation by the other provisions of this Contract relating to indemnification and insurance, Contractor shall also indemnify, defend and hold harmless City, and its directors, officers, employees and agents from and against all liability (including without limitation all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of the Contractor or any of the Contractor's officers, employees, agents, licensees, or subcontractors. In the event of a discrimination or harassment complaint against any employee, agent, licensee or subcontractors of Contractor or its subcontractors, Contractor shall take immediate and appropriate action in response to such complaint, including, but not limited to termination or appropriate discipline of any responsible employee, agent, licensee or subcontractors. The provisions of this Section survive completion of the services or termination of the Contract.

12.0   CONTROL OF SERVICES

Each Party shall appoint a representative who shall have the authority to represent and act for that Party ("**Representative**"). Any written or verbal directions or requests of City's Representative delivered to the Contractor's Representative shall have the same force and effect as if delivered to the Contractor. The Contractor's Representative shall have the authority to sign any change order, coordinate the work of all subcontractors and make other decisions pertaining to the Contract.

13.0   ASSIGNMENT AND SUBCONTRACTING

13.1   Neither this Contract nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Contract shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

13.2   Contractor shall be fully responsible to the City for any acts and omissions of Contractor's subcontractor, including persons either directly or indirectly employed by subcontractor, in the event Contractor subcontracts any of the work to be performed under this contract. Contractor's responsibility under this paragraph shall be identical to Contractor's liability for acts and omissions of Contractor and employees of the Contractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractor of Contractor, but Contractor shall bind every subcontractor and every subcontractor of a subcontractor by the terms of this contract applicable to Contractor's work, unless such change, omission, or addition is approved in advance in writing by the City Manager or the City Manager's designee. All subcontractors are subject to the prior written review and approval of the City Manager or the City Manager's designee.

14.0 LICENSES

If a license of any kind, which term is intended to include evidence of registration, is required of Contractor, its employees, agents, or subcontractors by federal, state or local law, Contractor warrants that such license has been obtained, is valid and in good standing, and that any required bond has been posted in accordance with all applicable laws and regulations.

15.0 FINANCIAL RECORDS

15.1 Contractor shall maintain any and all documents, ledgers, books of account, invoices, vouchers, canceled checks, or records demonstrating or relating to Contractor's performance of services pursuant to this Contract or evidencing or relating to expenditures and disbursements charged to City pursuant to this Contract. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Contract. Any and all such documents or records shall be maintained for three years from the date of execution of this Contract and to the extent required by laws relating to audits of public agencies and their expenditures. It is expressly understood and agreed that the provisions of this Section will survive termination of this Contract.

15.2 Any and all records or documents required to be maintained pursuant to this Section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its Representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Contract or the primary location from which services are rendered, whichever is closer.

16.0 OWNERSHIP OF DOCUMENTS

16.1 Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, computer code, and detailed calculations developed under this contract, are the property of City. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in City and hereby assigns, waives and relinquishes all claims to copyright or other intellectual property rights in favor of City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of Services and that Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of Services. If Contractor is providing copyrighted, proprietary materials in the performance of the Services, then the intellectual property provisions of **Exhibit B** shall prevail over the provisions of this section.

16.2 Contractor represents that it has secured all necessary licenses, consents or approvals to use the components of any intellectual property, including computer software, used in the rendering of services and the production of the work product produced under this Contract, and that City has full legal title to and the right to reproduce such materials. The Contractor covenants to defend, indemnify and hold City harmless of any loss, claim or liability in any way related to a claim that they are violating or have violated any federal, state or local laws, or any contractual provisions, relating to trade names, licenses, franchises, patents or

other means of protecting interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked materials, equipment, devices or processes used on or incorporated in the services and materials produced under this Contract. In case such materials, equipment, devices or processes are held to constitute an infringement and their use is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the materials by suspension of any injunction or by procuring a license or licenses for the City; or (b) modify the materials so that they become non-infringing.

17.0   CONFIDENTIALITY

17.1   Contractor shall treat all information obtained from City in the performance of this Contract as confidential and proprietary to City. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this Contract as confidential.

17.2   Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of Services. Contractor will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work to any person other than City, or its own employees, agents or subcontractors who have a need for the information for the performance of Services under this Contract unless such disclosure is specifically authorized in writing by City.

18.0   CONFLICT OF INTEREST REQUIREMENT

Contractor agrees that, to the extent applicable, it shall comply with and be bound by all laws and regulations deriving from the relationship of the Contractor to the City, including the Political Reform Act (Government Codes Section 87100 et seq.) Chapters 2.32 or 2.33 of the Vista Municipal Code, the Community Redevelopment Act (Health & Safety Code 33000 et seq.) and all regulations promulgated thereunder (collectively "Conflict Laws"). As a condition precedent to the formation of this Contract, Contractor warrants and covenants that it is adequately informed regarding the obligations and duties imposed by the Conflict Laws and that to the best of Contractor's knowledge and belief, there exists no conflict of interest (under the laws) that would disqualify the Contractor from participation in any decisions arising out of the performance of this Contract. Prior to commencement of any work in the performance of this Contract, Contractor shall comply with any applicable requirements of Chapter 2.32 of the Vista Municipal Code, including any requirement to file a financial disclosure statement with the City Clerk. Contractor further agrees that no employee, agent or subcontractor for Contractor shall perform any work for the City pursuant to this Contract which will violate the Conflict Laws.

19.0   PROHIBITION OF FINANCIAL INTEREST BY CITY OFFICIAL

Contractor warrants and covenants to City that no City Official has or will have any current or future financial interest in this Contract as of the date approved, nor shall Contractor promise, offer, or enter into any written, oral or implied Contract, to provide any financial interest or remuneration of any kind or manner to any City official with respect to this Contract. For purposes of this Section, the term "City Official" shall mean and include any elected or appointed officer of City, any employee of City, or any spouse or financial dependent of a City official or employee. A violation of this provision shall render this Contract null and void and Contractor shall be subject to restitution of all fees or money paid or earned under this Contract.

20.0   INDEMNIFICATION

20.1   Contractor shall defend, indemnify and hold City and its officers, officials, employees, and volunteers (collectively, "Indemnitees") harmless against any and all liability, loss, damage, fine, penalty, expense, claim or cost (including without limitation costs and fees of litigation) of every nature (collectively, "Liability") arising out of or in connection with this Contract or its performance, including defects in design, except: (1) Liability caused by Indemnitees' sole negligence or willful misconduct; or (2) for Liability caused by Indemnitees' active negligence, in which case the indemnity received by Indemnitees shall be reduced by the amount: (i) that Indemnitees' active negligence contributed to the Liability on a comparative basis; or (ii) such other amount as may be required by law ("**Duty of Indemnification**").

20.2   Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Agreement as a Contractor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

21.0   INSURANCE AND BONDS

Contractor shall comply with the insurance provisions set forth in **Exhibit C**.

22.0   SERVICE OF NOTICE

22.1   Any notice, which either Party may desire to give to the other Party, must be in writing and may be given by personal delivery to the Party's Representative or by overnight courier service to the Party's address set forth in Section 1.0. Notice may also be given by mailing it by registered or certified mail, return receipt requested, to the other Party at the address set forth in Section 1.0. Any notice given by mail will be deemed given 48 hours after such notice is deposited in the United States mail, addressed as provided with postage fully prepaid.

22.2   A Party may change its address by giving notice as provided above, and the changed address shall thereafter be deemed to be the address set forth in Section 1.0.

23.0   LABOR LAW COMPLIANCE

California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

24.0   SURVIVAL OF COVENANTS

Contractor's obligations under Sections 16, 17 and 20 shall survive the termination of this Contract.

25.0 SPECIAL PROVISIONS

This Contract is subject to, and Contractor shall comply with, the special provisions referenced in **Exhibit E**, if any.

26.0 EXHIBITS

All documents referenced as exhibits in this Contract, or referenced in an exhibit to this Contract, are incorporated herein.

27.0 APPLICABLE LAW, VENUE

This Contract shall be construed and enforced under the laws of the State of California. If any action is commenced by any Party to this Contract, such action shall be filed in a court of competent jurisdiction within the County of San Diego, California.

28.0 MODIFICATIONS

This Contract contains the entire agreement, between the Parties and supersedes all prior negotiations, discussions, obligations and rights of the Parties in respect of each other regarding the subject matter of this Contract. There is no other written or oral understanding between the Parties. No modification, amendment or alteration of this Contract shall be valid unless it is in writing and signed by all Parties.

29.0 EXECUTION

IN WITNESS WHEREOF; the Parties hereto have executed this Contract as of the Contract Date.

"City"

CITY OF VISTA, a chartered municipal corporation

By:‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗
     PATRICK JOHNSON, CITY MANAGER
JUDY RITTER, MAYOR

ATTEST:
KATHY VALDEZ, CITY CLERK

By:‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗

APPROVED AS TO FORM:
DAROLD PIEPER, CITY ATTORNEY

By:‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗

RISK MANAGEMENT REVIEW:
DOLORES GASCON, RISK MANAGER

By:‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗

"Contractor"

NAMEX, statusx

By:‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗

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Name/Title

By:‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗‗

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Name/Title

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONTRACTOR'S PROPOSAL

<div align="center">

EXHIBIT C
INSURANCE REQUIREMENTS

</div>

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. Nothing in these provisions shall limit Contractor's Duty of Indemnification.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** ("**CGL**"): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products, completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$2,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

Contractor shall also provide the additional coverages checked below and at least as broad as:

4. ☐ **Professional Liability**, with limits no less than **$1,000,000** per occurrence or claim, and **$2,000,000** policy aggregate.

If the Contractor maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of with respect

to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used), unless otherwise approved in advance by City.

2. For any claims related to this Project, the **Contractor's insurance coverage shall be primary** insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to City.

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to City for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish City with original certificates and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. City reserves the right to require

complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

[Labor Code §§ 1720, 1771.1, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700

NOT APPLICABLE TO THIS CONTRACT

EXHIBIT E
SPECIAL PROVISIONS

This Contract is subject to the following provisions, if checked:

1. ☐ State of California grant conditions, as attached.

2. ☐ Federal grant conditions, as attached.

3. ☐ Other conditions, as attached.