



**CITY OF VALLEJO
WATER DEPARTMENT**

202 FLEMING HILL DRIVE VALLEJO CALIFORNIA 94589
www.cityofvallejo.net

**REQUEST FOR PROPOSALS
NOTICE TO INTERESTED VENDORS**

**February 21, 2018
THE CITY OF VALLEJO INVITES PROPOSALS**

For
RFP 201803

**WATER DEPARTMENT LABORATORY SERVICES
IN CITY OF VALLEJO**

DATE	SCHEDULED ITEM
February 21, 2018	Release of RFP
March 8, 2018	Due Date for Response to RFP 2:00 P.M.
March 12, 2018	City Review of Submitted Proposals
March 27, 2018	Possible City Council Action to Award Contract

Water Department
City of Vallejo, California

REQUEST FOR PROPOSALS

Water Department Laboratory Services in City of Vallejo

The City of Vallejo Water Department is soliciting proposals from qualified and certified laboratories interested in providing water sample testing and analysis for City of Vallejo at the Fleming Hill, Travis AFB, and Green Valley water treatment plants.

This includes furnishing all labor, materials, tools, transportation, equipment, sample containers, equipment, and facilities required for sample collection, sample analysis, and analysis report preparation and delivery for the City of Vallejo. The work is to be performed by a laboratory properly certified by the NELAC / ELAP to perform the work required. In addition to certification by NELAC / ELAP, work shall comply with applicable governmental regulations, customary quality standards, and accepted good practice for the type of work being performed.

Notice is hereby given that sealed proposals will be received by the City of Vallejo Water Department until 2:00 p.m., on the due date listed below, and shall be addressed and marked as follows:

**Michael A. Malone, Director
City of Vallejo Water Department
202 Fleming Hill Drive
Vallejo, CA 94589**

A sealed RFP package must be received by the City of Vallejo, on or before

March 8, 2018 at 2:00 PM

Documents including the Request for Proposals, insurance forms and sample contracts may be inspected and obtained at the office of the Water Director, 202 Fleming Hill Road, Vallejo, California, or online at

http://www.cityofvallejo.net/doing_business/bids_proposals

The City of Vallejo reserves the right to reject any or all proposals or portions thereof, to accept a proposal or portion thereof, and to waive any informality. If you have any questions regarding this RFP, please contact:

Jason Frink, Water Laboratory Supervisor
City of Vallejo Water Department
jason.frink@cityofvallejo.net

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Section 1 - Introduction

COMMUNITY PROFILE

The City of Vallejo is located in Solano County and serves an area of approximately 53.58 square miles (29.94 square miles on land and 23.64 square miles of waterway) with a population of approximately 120,000. The City's infrastructure consists of pavement, storm drain system, sanitary sewer system, water treatment and distribution system, parks, medians, building facilities, street lights, sidewalks and traffic signals. The City's fiscal year begins on July 1 and ends on June 30. The City was incorporated in 1867, and operates under the Council Manager form of government.

BACKGROUND

The Water Department provides safe drinking water to approximately 137,000 customers in Vallejo, as well as some customers in adjacent unincorporated areas and a limited number of customers in the City of American Canyon. The system is composed of three advanced water treatment facilities and decades-old pipes, pumps, and reservoirs. The water comes from Lake Berryessa and the Sacramento River, and is pumped to the main treatment plant at Fleming Hill through 28 miles of raw water pipeline.

The City of Vallejo water system consists of:

- Three water treatment plants
- More than 600 miles of water main
- Over 38,000 service connections
- 26 pump stations located in two counties and at Travis AFB
- 32 reservoirs providing over 39 million gallons of storage

RFP SUBMITTAL INFORMATION

Please submit four (4) bound sets (one of which must be marked "Original") of the proposal in a **sealed envelope**.

The completed RFP(s) should be delivered via delivery service or hand delivered to:

Michael A. Malone
Water Department Director
City of Vallejo Water Department
202 Fleming Hill Road
Vallejo, CA 94589

It is the sole responsibility of the vendor (firm) to see that the submittal is received before the stated deadline. Failure to provide the information requested herein prior to the time and date specified above will preclude participation in the selection process.

This RFP does not include provisions for any direct reimbursement of statement preparation costs. The City will not be liable for any costs incurred by the consulting firms' incidentals to the preparation of proposals or for developing and carrying out interview presentations, if needed. The City will not be responsible for proposals delivered to a person/location other than that specified above.

The City of Vallejo reserves the right to reject any or all responses received as a result of solicitation; to extend the submission due date for; to modify, amend, reissue or rewrite this document; and to procure any or all services by other means.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals (RFP) and Sealed Fee Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Vallejo and the firm selected.

Section 2 - Scope of Services

SCOPE OF WORK

The City of Vallejo is soliciting sealed proposals for Laboratory Analytical Services. This proposal may be a single or multiple awards based on evaluation committee recommendations. This contract will not guarantee set amounts to be purchased and is subject to funding approval by each participating entity.

1. The project includes furnishing all labor, materials, tools, transportation, equipment, all sample containers, equipment and facilities required for sample analysis, and analysis report preparation and delivery for the City of Vallejo in accordance with the schedule and procedures described herein. The Vendor will provide testing services on all waters (source, drinking, and surface), solid samples for the parameter(s) to be determined by the City.

Samples to be tested will be collected by the City. Courier services to analytical lab will be furnished by the Vendor.

2. The work is to be performed by a Vendor that is properly certified by NELAC / ELAP to perform the work required. In addition to specific State and USEPA requirements, all work shall comply with all applicable governmental regulations, project specific quality standards and accepted good practice for the type of work being performed.

Project Coordination

1. The Vendor shall coordinate with the City to ensure that all scheduling of sample pick up and analysis meets project specific requirements and regulatory deadlines.

2. The Vendor shall designate a primary point of contact and one alternate contact within the organization including emergency telephone numbers and email addresses.

3. Special samples may be provided by the City of Vallejo Laboratory at any time, and the Vendor shall conduct testing and reporting on special samples on weekends, holidays, and after normal business hours as needed.

Sampling Materials as Needed

1. Vendor must have the ability to supply sample bottles and materials for collection and handling of samples, including sample bottle kits and properly-sized ice chests.

2. Deliver the custom sample bottle kits to the laboratory. Deliveries shall be made no later than the day before the scheduled sampling.

3. Provide the City with disinfected sample coolers or blue-ice containers and preservatives for sample collection and transport, including blue-ice or wet ice for sample preservation.

Sample Pick up/Shipping

1. Provide courier services for the pick-up and delivery of samples to the laboratory facility. Samples shall be picked up and delivered as requested, typically Monday-Friday 7:00 a.m.-5:00 p.m. Pacific Standard Time.
2. Acknowledge receipt of samples by completing the chain-of-custody form for each set of samples and returning a copy of the completed chain-of-custody with the corresponding analysis reports.

Analysis of Samples

1. Analysis shall be performed only within the procedures approved for the Vendor under certification by NELAC / ELAP, and with appropriate quality assurance/quality control practices.
2. Methods shall be as described in accordance with 40 CFR Part 136 for the environmental programs, and water samples in accordance with Title 22 for the drinking water program.
3. The Vendor must ensure that analysis performed shall have verifiable method detection levels (MDLs), Reporting Limits (RLs), Practical Quantitation limits (PQLs), instrument limits (ILs), and other limits consistent with USEPA and/or the City's accepted standards.
4. The Vendor shall provide the City with a list of all sub-contracting labs used for testing.
5. Standard turnaround time for analyses will be 2 weeks from sample receipt. The Vendor will also have facility to complete expedited service.

Resampling/Analysis

If there is need for the City to re-sample due to an error that is the fault of the contracted laboratory (i.e. requested analysis is not completed by the lab, sample is dropped, holding times are expired before analysis is complete, etc.), the analysis of the re-sample will be done at no extra charge to the City.

Reporting

1. The Vendor shall prepare analysis reports to include the following information:
 - a. Sample identification and sample type
 - b. Sample preservation and container type
 - c. Analytical methodology used
 - d. Analytical results and corresponding method detection limits
 - e. Names of individuals collecting or submitting the sample
 - f. Date and time of sample collection
 - g. Laboratory performing the analysis for each parameter
 - h. Quality control indices (metrics, RPD, spike, IPR, OPR, etc.)
2. The Vendor shall submit the analysis reports with the corresponding invoices for services.

3. The Vendor must be able to provide reports in both electronic deliverable format (edf) such that data can be integrated into LIMS, electronic data transfer (edt) such that data can be reported to the state, and other electronic formats as requested by the City (CD, email, etc.).

Chain of Custody

The vendor shall complete the copy of the current Chain of Custody form initiated by the City and provide the Sample Receiving and Chain of Customer standard operating procedure.

MINIMUM QUALIFICATIONS OF VENDOR

Laboratory Certification

At the time of the proposal submission, the selected laboratory must have current NELAC / ELAP for all analytical methods upon which they have bid. A copy of the certifications for the specified analyses shall be included in the proposal.

Laboratory Quality Assurance Plan

The Vendor must have an established QA Plan. The Vendor should include a copy of their current QA Manual with their proposal as well as any changes to the QA Plan if and when they occur.

Quality System Audits

Documentation of the last external audit shall be included in the proposal.

Statement of Qualification

Vendor should include a statement of qualification of principal staff.

Analytical Method Quality Control Procedures

All analytical methods employed at the Laboratory must be approved by a Federal or State regulatory agency or an industry-recognized methods review board. Each analytical method shall include specific steps to validate and calibrate the instrument that is used to conduct the analysis.

Laboratory Experience

The Vendor shall have adequate experience commensurate with the projected volume of samples to be analyzed. A list of five major clients and general project descriptions of comparable scope of work and magnitude and the associated regulatory agencies shall be provided as part of the proposal.

Emergency Response

Vendor will provide the name and contact information of a representative who will be available 24 hours a day, seven days a week, in the event of an emergency. During the emergency, Vendor will provide the City of Vallejo with all available supplies, materials, equipment and/or services on a priority basis.

Time is of the essence for delivery. Delivery location(s) and estimated arrival will be mutually agreed upon, by the City and Vendor, at time of order and will be determined based on need and existing conditions. It is understood that current conditions, such as power outages, road closures, and damages to the Vendor's facility and/or equipment, will be taken into consideration. The City expects emergency deliveries to occur within four hours of order placement and may be required during evenings, weekends, and holidays.

Section 3 - Proposal Requirements

The emphasis of the proposal should be on responding to the requirements set forth herein. In addition, vendors need to demonstrate their capabilities, background, expertise, etc. in order for the City to effectively evaluate the proposals, and award to the company or companies that provide the best value to the City based on the selection criteria. In order to be considered, all requested information must be submitted. Please prepare and organize your proposal in a succinct manner in the same order based on the following requirements:

- Proposal Cover Page
- RFP Questionnaire
- Fee Schedule
- Vendor and Services Agreement / Insurance Statement
- Current Laboratory Certifications
- Current Quality Assurance Plan

PROPOSAL COVER PAGE

- Executive summary and statement of understanding
- Narrative illustrating the firm's expertise in providing opinion research services on behalf of public agencies in California, specifically within the world of water.

RFP QUESTIONNAIRE

Answer all of the following questions. Any omission may be cause for rejection of proposal. Answers should be complete and in the order presented. A simple "yes" or "no" answer is not adequate.

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

1. Vendor's Qualifications, Experience, and References

- a. Describe business background, and qualifications, including year business was established.
- b. A copy of the certifications for the specified analyses shall be included in the proposal. Please list the parameters for which the laboratory has current NELAC / ELAP certification.
- c. Provide the location of office which will be performing work for City of Vallejo.
- d. Describe the results of the laboratory's last external quality system audit.

- e. Explain the laboratory's internal audit procedures and the results of the last internal audit.
- f. Describe the general Quality Assurance Performance Plan for the laboratory. Include your current QA Plan with your proposal.
- g. Describe your analytical method approval by Federal or State regulatory agency or an industry-recognized methods review board.
- h. Describe the specific steps used to validate and calibrate an instrument that is used to conduct the analysis and the steps to validate the staff member who is assigned to conduct the analysis.
- i. Standard reporting limits and method detection limits shall be provided as part of the proposal.
- j. Standard Operating Procedures (SOPs) for analytical method employed by our laboratory.
- k. Describe the SOPs in place for non-analytical method employed (e.g., sample control, project management, changes in laboratory policy, supply management).
- l. Please describe the personnel background and qualifications for key staff, including but not limited to the following personnel:
 - i. Technical Director or Laboratory Director
 - ii. Project Manager
 - iii. Brief biographies for current key analysts.
 - iv. Provide in the proposal an organizational chart of its staffing.
- m. A summary of the training program for analysts shall be provided as part of the proposal.
- n. Describe your laboratory's instrumentation inventory, the age of the instruments, and the tests that are performed for each instrument.
- o. Describe the relative distance of your laboratory to the City and your ability to receive samples on the same day they are collected.
- p. Describe experience doing similar work for other public agencies.
- q. List five major clients (Cities/Counties/or other Public Entities) and general project descriptions of comparable scope of work and magnitude and the associated regulatory agencies shall be provided as p part of the proposal. References must be for work completed in the last three years.

2. Vendor Proposed Work Plan

- a. Clearly define all work your business proposes to do for the City. Include a list of deliverables and a work schedule. Provide the approach your firm will take and any recommendations. If firm's approach is different than stated in the City's Scope of Work, explain how and why.
- b. List all reporting capabilities employed by your laboratory.

- c. Describe your ability to meet the request turnaround times listed in this RFP. Standard turnaround time for analyses will be 2 weeks from sample receipt. However, the City may request expedited services occasionally. Please include information on the additional cost associated with expedited services.
- d. If you will subcontract portions of the work, list all subcontractors to be used. Include business name, address, and phone number.

FEE SCHEDULE

Core Items: Sample Pricing Lists

- a. Please include a full price list for all skus in addition to the specific core items listed below.
- b. The following pricing on Core Items Sample Pricing Lists is for the City's most frequently ordered laboratory services ("Core Items") and is for the purpose of price comparison by category and verification of low bid, also by category. Pricing must be calculated on current on the proposal due date.
- c. Provide complete pricing for all items listed in each applicable category. Incomplete sample pricing will be interpreted as noncompliant and the bidder will be deemed non responsive.
- d. Include all costs incidental to the purchase of laboratory services, including, but not limited to, inside delivery and any surcharges. Vendor will not be allowed to charge for costs not listed on this Bid Sheet.
- e. Provide standard price, expedited price, and the expected turn-around time for each core item listed on the Sample Pricing Lists.
- f. Unit price shall prevail.
- g. Describe under what circumstances that City would be charged for additional work.

Core Items: Sample Pricing List 1

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Environmental (Drinking Water)	Environmental (Waste Water)	Standard Price	Expedited Price	Expedited Turn Around Time
1,4-Dioxane	EPA 522	x				
1,2,3 Trichloropropane (low level)	EPA 524	x				
2,3,7,8-TCDD	Modified EPA 1613B	x				
Acrylamide	In House Method (2440)	x				
Ammonia	EPA 350.1		x			
Ammonia	SM 4500-NH3 H		x			
Asbestos	EPA 100.2	x	x			
Bicarbonate Alkalinity as HCO3	SM 2320B	x	x			
Carbamates	EPA 531.2	x				
Carbonate as CO3	SM 2330B	x	x			
Carbonyls	EPA 556	x				
Chloramines	SM 4500-CL G	x	x			
Chlorinated Acids	EPA 515.4	x				
Chlorinated Acids	EPA 555	x				
Chlorine Dioxide	SM 4500-CLO2 D	x				
Cryptosporidium	EPA 1623	x				
Cyanide, Amenable	SM 4500-CN G	x	x			
Cyanide, Free	SM 4500CN F	x	x			
Cyanide, Total	EPA 335.4	x	x			
Diquat and Paraquat	EPA 549.2	x				
Dissolved Oxygen	SM 4500-O G		x			
DOC	SM 5310C	x				
E. Coli	(MTF/EC+MUG)	x				
E. Coli	CFR 141.21(f)(6)(i)	x				
E. Coli (Enumeration)	SM 9221B.1/ SM 9221F	x				
E. Coli (Enumeration)	SM 9223B	x				
EDB/DCBP	EPA 504.1	x				
EDB/DBCP and DBP	EPA 551.1	x				
Endothall	EPA 548.1	x				
Enterococci	SM 9230B	x	x			
Fecal Coliform	SM 9221 E (MTF/EC)	x				
Fecal Coliform (Enumeration)	SM 9221E (MTF/EC)	x				
Fecal Streptococci	SM 9230B	x	x			
Fluoride	SM 4500-F C	x	x			
Giardia	EPA 1623	x				
Glyphosate	EPA 547	x				
Gross Alpha/Beta	EPA 900.0	x	x			
Gross Alpha Coprecipitation	SM 7110 C	x	x			
Heterotrophic Bacteria	SM 9215 B	x				

Hexavalent Chromium	EPA 218.6	x	x			
Hexavalent Chromium	EPA 218.7	x				
Hormones	EPA 539	x				
Hydroxide as OH Calc.	SM 2330B	x				
Legionella	CDC Legionella	x				
Mercury	EPA 245.1	x	x			
Metals	EPA 200.7 / 200.8	x	x			
Microcystin LR	ELISA (2360)	x				
NDMA	EPA 521	x				
Nitrate/Nitrite Nitrogen	EPA 353.2	x	x			
OCL, Pesticides/PCB	EPA 505	x				
Ortho Phosphate	EPA 365.1	x	x			
Ortho Phosphorous	SM 4500P E	x				
Perchlorate	EPA 331.0	x				
Perchlorate (low and high)	EPA 314.0	x				
Perfluorinated Alkyl Acids	EPA 537	x				
Radium-226		x				
Radium-228		x				
Radon-222	SM 7500RN	x	x			
Semi-VOC	EPA 525.2	x	x			
Silica	SM 4500-Si D	x	x			
Silica	SM 4500-SiO2 C	x	x			
Sulfite	SM 4500-SO3B	x	x			
Surfactants	SM 5540C	x	x			
Total Coliform (P/A)	SM 9221 A, B	x				
Total Coliform (Enumeration)	SM 9221 A, B, C	x				
Total Coliform / E. coli	Colisure SM 9223	x				
Total Coliform / E.coli (P/A and Enumeration)	SM 9223	x				
Total Phenols	EPA 420.4	x	x			
Uranium by ICP/MS	EPA 200.8	x				
UV 254	SM 5910B	x				
VOC	EPA SW 846 8260	x				
VOC	EPA 524.2/524.3	x				

Core Items: Sample Pricing List 2

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Solids Analyses				
Metals	SW6020	x				
pH	SW9045	x				
Mercury	EPA 7471A	x				
Percent Moisture	SM2540 G	x				

Core Items: Sample Pricing List 3

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	UCMR4 for drinking water				
TOC	SM5310C	x				
Bromide	EPA 300.0	x				
HAAs	EPA 552.3	x				
Total Microcystins	EPA 546	x				
Cylindrospermopsim/ Anatoxin-a	EPA 545	x				
Metals	EPA 200.8	x				
Pesticides	EPA 525.3	x				
Semivolatiles	EPA 530	x				
Alcohols	EPA 541	x				
Microcystins/Nodularin	EPA 544	x				

Core Items: Sample Pricing List 4

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Lead in Schools for drinking water				
Lead Total	EPA 200.8	x				

Core Items: Sample Pricing List 5

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	LCR				
Lead Total and Copper Total	EPA 200.8	x				

Core Items: Sample Pricing List 6

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Drinking Water - DBPs				
TTHMs (VOC)	EPA 524.2/EPA 524.3	x				
HAAs	SM6251B	x				
Bromate	EPA 317.0	x				

Core Items: Sample Pricing List 7

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Drinking Water - Physicals				
Odor	SM2150B	x				
Turbidity	EPA 180.1	x				
Turbidity	SM2130B	x				
Color	SM2120B	x				

Core Items: Sample Pricing List 8

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Drinking Water - DBP Precursors				
TOC	SM 5310C	x				
Bromide (DBPs by 300.0)	EPA 300.0	x				

Core Items: Sample Pricing List 9

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	Drinking Water - DBP Precursors				
Anions and DBPs by IC	EPA 300.0	x				
Anions and DBPs by IC	EPA 300.1	x				

Core Items: Sample Pricing List 10

SPECIFIC TESTS	METHOD OR TECHNIQUE USED	General Chemistry				
Alkalinity-Total	SM 2320B	x				
Conductivity	SM 2510B	x				
Hardness	SM 2340B	x				
Chloride	EPA 300.0	x				
Calcium - Metals	EPA 200.8	x				
Magnesium - Metals	EPA 200.8	x				
Total Dissolved Solids	SM 2540C	x				
Salinity	SM 2520B	x				
pH	SM 4500-H+B	x				

VENDOR AND SERVICES AGREEMENT / INSURANCE STATEMENT

- Include a brief statement acknowledging the Vendor's willingness to accept the attached City's standard Vendor Services Agreement **as is, without modifications**.
- If the vendor (firm) is not willing to acknowledge the Agreement, please do not submit the RFP for consideration.
- The selected vendor (firm) shall demonstrate that they can meet the City of Vallejo's insurance requirements. Please provide a statement that the vendor (firm) can and is willing to obtain the minimum scope and limits of insurance contained in the exhibits of this RFP.

CURRENT LABORATORY CERTIFICATIONS

A copy of the certifications for the specified analyses shall be included in the proposal. Please list the parameters for which the laboratory has current NELAC / ELAP certification.

CURRENT QUALITY ASSURANCE PLAN

A copy of the current Quality Assurance Plan shall be included in the proposal.

Section 4 - Conditions of the RFP

The following conditions apply to this RFP:

The City of Vallejo (City) reserves the right to withdraw this solicitation of a proposal at any time without prior notice. Further, The City makes no representations that any agreement will be awarded to any firm submitting a proposal.

The City reserves the right to reject any and all proposals submitted in response to this request and to reject any sub vendor or individual working on a consulting team.

Any changes to the proposal requirements will be made by addendum.

In any event, the City shall not be liable for any pre-contractual expenses incurred by any proposal or Vendor. This shall include pre-contractual expenses such as preparing the Proposal, submitting the Proposal to the City, negotiating with the City on any matter related to the Proposal or other expenses incurred prior to the date of award for any agreement related to the services herein described.

No prior, current or post award verbal agreement(s) with any officer, agent or employees of the City shall affect or modify any terms or modifications of this RFP or any contract or option resulting from this process.

The City reserves the right to waive any minor irregularities, informalities, or oversights at its sole discretion. The term "minor" as used herein means any proposer or City irregularities or oversights that does not materially affect or alter the intent and purpose of this RFP, and is not in violation of any State of California or Federal Government rules, laws and regulations that may apply to this procurement.

Section 5 - Questions about the RFP

Please direct all questions regarding the submission of proposals in writing by e-mail:

Jason Frink
202 Fleming Hill Drive
Vallejo, CA 94589
jason.frink@cityofvallejo.net

Section 6 - Evaluation and Award of Contract

Distribution and Outreach

This RFP is being distributed to a list of laboratories that have the capability to perform the required testing and reporting.

Selection Team

The City will rate prospective vendors (firms) for this work using only objective criteria based upon the information obtained from the Proposals.

The City will appoint an ad-hoc selection team (City staff) to screen proposals. The firms with the highest ranking based on experience and qualifications as described in the Proposal to provide the required services may be invited for interviews. The proposed project manager and personnel will be requested to represent the firm at the interviews.

Selection Criteria

RFP responses will be evaluated and ranked according to the criteria below by an evaluation committee composed of City staff. The evaluation committee will open and review the proposals in confidence.

1. Vendor's qualifications, experience, and references
2. Vendor's proposed work plan
3. Fee schedule (Core Item Sample Pricing Lists)
4. Overall quality of proposal

Vendors have the right to take exception to the specifications or terms to this solicitation. Any exceptions taken must be explained in the proposal. Any exceptions that contradict the City's terms and conditions, or contain provisions that are not in the best interest of the City will disqualify the vendor. If exceptions are not explained, the Vendor will comply with the specifications as stated in this solicitation.

Selection Procedure

Consideration of a prospective vendor's proposal will be made only if the prospective vendor meets all the minimum requirements of this RFP. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. The City reserves the right to award a contract to the vendor(s) that present the best qualifications and which will best accomplish the desired results for the City.

Any vendor (firm) deemed not qualified, or vendors whose rating changes sufficiently to disqualify them, will be notified in writing. No vendor shall have the right to an appeal based upon an incomplete or late submission of the proposal.

Request for Supplemental Information: The City reserves the right to require, from any or all vendors, supplemental information that clarifies submitted materials. A vendor's failure to promptly respond to City's inquires for proposal clarification may result in determination of non-responsibility.

Questions: All questions regarding this solicitation should be directed to the City Representative listed. Do not attempt to contact City members regarding yours, or anyone else's proposal. All responses will be made in writing. The City Representative is Jason Frink, who can be reached by email at: jason.frink@cityofvallejo.net.

Incomplete Proposals: Incomplete and/or unsigned submissions will not be considered. However, if a submission is incomplete, and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the proposal and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Proposal will not be considered.

Rejection of Submitted RFP: Proposals that are not current, accurate, and/or completed accurately in accordance with the prescribed format shall be considered non-responsive and eliminated from further consideration.

- The City reserves the right to waive minor irregularities in the proposal format.
- The City reserves the sole right to evaluate the proposals and reject any or all RFPs.

Selection Process Termination: The City reserves the right to terminate the selection process, at any time, without making an award to any or all vendors.

Disqualification: Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- Any attempt to improperly influence any member of the selection staff;
- Existence of any lawsuit, unresolved contractual claim or dispute between vendor and the City;
- Evidence of incorrect information submitted as a part of the proposal;
- Evidence of vendor's inability to successfully complete the responsibilities and obligations of the proposal; and
- Vendor's default under any agreement, which results in termination of the agreement.

Undue Influence: All firms submitting proposals declare and warrant, on a separate attachment, that no undue influence or pressure is used against or in concert with any officer or employee of the City of Vallejo in connection with the award or terms of Agreement that will be executed as a result of award of this contract, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Vallejo will receive compensation, directly or indirectly, from the vendor, or from any officer, employee, or agent of the vendor, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement.

Section 7 - Attachments

1 - Sample Agreement

VENDOR SERVICES AGREEMENT

This Vendor Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this ___ day of _____, 2017__, by and between the City of Vallejo, a municipal corporation ("City"), and [type in name], [type in the type of entity], hereinafter referred to as "Vendor", who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Vendor shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."

2. Payment. City shall pay Vendor for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Vendor for services rendered pursuant to this Agreement.

3. Facilities and Equipment. Vendor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. Indemnification. Vendor shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, vendor's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Vendor's operations, or any subcontractor's operations, to be performed under this agreement for Vendor's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Vendor, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. Insurance Requirements. Vendor agrees to comply with all of the Insurance Requirements set forth in Exhibit A-2, entitled "Insurance Requirements for

Vendor.” Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Vendor shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Vendor warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Vendor’s family, business, real property or financial interests and the services to be provided under this Agreement. Vendor shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Vendor’s family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Vendor shall disclose such conflict in writing to City. Every individual who performs services on behalf of Vendor pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City’s Conflict of Interest Code.

8. Independent Contractor. Vendor is an independent contractor. Neither Vendor nor any of Vendor’s officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Vendor only insofar as the results of Vendor’s services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Vendor accomplishes services pursuant to this Agreement.

9. Licenses, Permits, Etc. Vendor represents and warrants to City that all vendor services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Vendor has all the permits, qualifications and approvals of whatsoever nature which are legally required for Vendor to practice its profession. Vendor represents and warrants to City that it shall, at its sole cost and expense, keep in

effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Vendor to practice its profession.

10. Business License. Vendor, and its subcontractors, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Vendor until such business license(s) has been obtained.

11. Standard of Performance. Vendor shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Vendor's profession currently practicing in California.

Vendor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Vendor's responsibilities under this section shall not be delegated. Vendor shall be responsible to City for acts, errors, or omissions of Vendor's subcontractors.

Vendor is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Vendor is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Vendor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Vendor.

12. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes,

lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Vendor is unable to meet the completion date or schedule of services, Vendor shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Vendor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Vendor pursuant to this Agreement shall be the full and complete compensation to which Vendor and Vendor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Vendor nor Vendor'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. The City will not make any federal or state tax withholdings on behalf of Vendor. The City shall not be required to pay any workers' compensation insurance on behalf of Vendor.

Vendor shall pay, when and as due, any and all taxes incurred as a result of Vendor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Vendor Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Vendor shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Vendor shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. The term of this Agreement shall commence on [type in start date] and shall continue in full force and effect until [type in end date].

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of [type in time period, e.g., one month, one year, 90 days], by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not exceed [type in time period, e.g., , one year, 90 days].

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Vendor agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Vendor. Upon receipt of a notice of termination, Vendor shall perform no further work except as specified in the notice. Before the date of termination, Vendor shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Vendor for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Vendor for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Vendor for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

18. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Vendor resulting from services rendered pursuant to this Agreement, shall become the property of City. Vendor agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Vendor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Vendor in the performance of Vendor's services hereunder.

20. Assignment and Subcontracting. Vendor shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Vendor shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Vendor. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Vendor to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Vendor's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Vendor shall not, because of race, religious creed, color, sex, national original, ancestry, disability, medical condition, age, martial status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Vendor warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual

orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Vendor for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Vendor of Vendor's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Vendor shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Vendor 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 and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City: Mike Malone
Water Director
202 Fleming Hill Drive
Vallejo, CA 94589

If to Vendor: [insert name]
[insert title]
[insert company name]
[insert street name and suite #, if any]
[insert city, state and zip code]

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States Water Department Court, Eastern Water Department of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Vendor will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Vendor may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Vendor agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Vendor's scope of work, to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Vendor shall treat all records and work product prepared or maintained by Vendor in the performance of this Agreement as confidential.

A violation by Vendor of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Vendor's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Vendor agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Vendor hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Vendor.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A-2, entitled "Insurance Requirements," including any attachments.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

[INSERT VENDOR NAME] [INSERT
TYPE OF ENTITY]

CITY OF VALLEJO,
a municipal corporation

By: _____
[insert name]
[insert title]

By: _____
Gregory Nyhoff
City Manager

DATE: _____

DATE: _____

Vallejo Business License No.

ATTEST:

By: _____
Dawn Abrahamson
City Clerk

(City Seal)

APPROVED AS TO CONTENT:

Michael A. Malone
Water Department Director

APPROVED AS TO FORM
AND INSURANCE:

Claudia Quintana
City Attorney

2 - Insurance Requirements

Vendor shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of materials hereunder by the Vendor, their agents, representatives, or employees or subvendors.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance shall be at least as broad as:

1. Personal injury
2. Contractual liability
3. Vendor's broad form pollution liability
4. Product liability

B. Insurance Services Office form covering Automobile Liability, code 1 (any auto)

C. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance. Vendor shall maintain limits no less than:

A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

C. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Vendor is not subject to California Workers' Compensation requirements, Vendor shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

TYPE OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Standard Workers' Compensation & Employer's Liability Including Occupations Disease Coverage	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If Bidder is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance.
Comprehensive General Liability Insurance	<p>\$1,000,000 per occurrence for bodily injury, personal injury, property damage and products and completed operations; product liability, vendor's pollution liability. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this product or the minimum required aggregate limit or be twice the required occurrence limit. Policy shall be endorsed to name the Agency as an additional insured per the conditions detailed below.</p> <p>ISO Form CG 20 10 (1/85) or its equivalent is required. The endorsement must not exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required.</p>
Comprehensive Automobile Liability Insurance	\$1,000,000 per accident for bodily injury and property damage, to include automobile pollution liability. If the Bidder is subject to the Motor Carrier Act of 1980, Automobile Liability Policy must be endorsed to include MCS-90 Endorsement for transportation of hazardous materials/ waste/ substances. If not, the policy shall be endorsed to include Transportation Pollution Liability Coverage to cover the materials transported by the Bidder.
Umbrella/Excess Liability Coverage	If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverages and cover those insured in the underlying policies.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to

the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

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

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Vendor's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Vendor shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

7. Subvendors. Vendor shall include all subvendors as insureds under its policies or shall furnish separate certificates and endorsements for each subvendor. All coverages for subvendors shall be subject to all of the requirements stated herein.

8. Payment Withhold. City will withhold payments to Vendor if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Vendor otherwise ceases to be insured as required herein.