City of San Dimas
California

REQUEST FOR PROPOSALS
For
Security Penetration Testing Services

John Lee
Information Systems Manager

March 15, 2023
City of San Dimas, California

PROPOSAL DEADLINE: April 12, 2023

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1 Overview

1.1 General Conditions

The following data is intended to form the basis for submission of proposals to provide SECURITY PENETRATION TESTING SERVICES. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The Request for Proposal (RFP) should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the City of San Dimas (the City).

To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential, to the extent necessary for review, until the proposal evaluation is complete. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee established by the City and other appropriate designated City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

This RFP does not obligate the City of San Dimas to award a contract or complete the project and the City of San Dimas reserves the right to cancel the solicitation if it is considered to be in its best interest.

2 Introduction

2.1 About San Dimas

Incorporated in 1960, San Dimas is nestled in the foothills of the San Gabriel - Pomona Valleys. San Dimas is situated approximately 20 miles east of Los Angeles and has a population of approximately 34,000. L.A. County Sheriff's Department maintains law enforcement responsibility for the City and L.A. County Fire provides fire protection.

San Dimas maintains a council-manager form of government. Residents are stakeholders in a municipal corporation, electing a mayor and four council members in their respective districts to represent them. As elected representatives of its citizens, the City Council develops and establishes ordinances and policies in the best interest of its citizens. The City Council acts as a part-time board of directors, appointing a City Manager to conduct the City's day-to-day affairs. The City Council is committed to maintain and continue to enhance the "quality of life" in San Dimas.

2.2 Project Timeline

In order to accelerate the business transformation, service improvements and cost savings the City anticipates, the City has developed an estimated timeline for this Initiative. The City will move as quickly and efficiently as possible to determine the feasibility of each Vendor's Proposal and to move forward with term sheet discussions and ultimately conclude an agreement accordingly. As a result, the City requests that the Proposer make a dedicated team available to participate in the proposal development and evaluation processes as necessary to participate in the activities and meet the deadlines provided in the table below. It is the City's option to conduct interviews with finalists. However, in no way is the City

obligated to interview finalists. The City reserves the right to modify or update this schedule at any point in time.

Project Timeline Dates	
RFP Published Release Date	March 15, 2023
Request for Information Due Date (RFI)	March 27, 2023
Request for Information Response Date	March 31, 2023
Proposal Submission Deadline	April 12, 2023
Proposal Evaluations Completed	April 19, 2023
Finalist Presentations	Week of April 24, 2023
Final Vendor Selection/Award	May 9, 2023
Anticipated Work Completion	TBA

2.3   City of San Dimas Contact Information

This RFP is issued by the City of San Dimas, 245 E Bonita Ave, San Dimas, CA. 91773

The point of contact for all questions or requests for additional information is:

John Lee
Information Systems Manager
City of San Dimas
245 E Bonita Ave
San Dimas, CA 91773
Email: jlee@sandimasca.gov

2.4   RFP Inquiries

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in accordance with Section 2.3 above. All inquiries must be received no later than 5:00 PM on March 27, 2023 and must be labeled "City of San Dimas Request for Proposal Security Penetration Testing." Each inquiry must include the inquirer's name, firm, telephone number and email address. Each inquiry should begin by referencing the RFP page number and section to which it relates.

The City of San Dimas will attempt to provide any assistance or additional information of a reasonable nature that may be requested by interested vendors. Any request for assistance or information must be submitted in writing and before the RFI due date. Any requests after

that will be rejected.

Inquiries received after the March 27, 2023, 5:00 PM deadline **will not** be considered. All inquiries received before the deadline will be compiled and responses to inquiries will be posted on the City of San Dimas website, located at sandimasca.gov. All inquiries so issued shall become part of the Contract Documents.

3   Goals and Background
3.1 Project Objectives and Goals

The City of San Dimas is seeking a vendor to assess the current state of the City of San Dimas information security posture to ensure that it is configured and is operating the IT infrastructure in a secure manner that meets or exceeds the City of San Dimas compliance obligations, and that the City of San Dimas' electronic risks are adequately addressed.

The Information Technology Division of the City needs to determine its security weaknesses. Penetration tests can be used to test an organization's security policy compliance, its employees' security awareness and the organization's ability to identify and respond to security incidents.

4   Scope of Service
4.1   Scope

The vendor shall conduct penetration testing activities designed to provide the City of San Dimas with insight into external and internal vulnerabilities within agency networks, assets and applications. The scope of the penetration tests shall include the City of San Dimas internet points of presence including the City's external facing hosted website and internally hosted applications.

4.2   Scheduling

The contractor shall develop a proposed schedule to include the projected start and end dates of each activity and deliverable. The proposed schedule should include planning for two tests annually, one external penetration test and one internal penetration test. The vendor will further work with the City of San Dimas to accommodate the City of San Dimas business hours, scheduling priorities and IT personal availability when scheduling penetration tests. Vendor will notify the City of San Dimas Information Technology Division within seven (7) business days of an upcoming penetration test. The final schedule will include changes from accommodations with the City of San Dimas that will obtain approval from the Information Systems (IS) Manager no later than thirty (30) days after contract signature. Vendor shall provide recommended changes and obtain approval of changes from the IS Manager in writing.

4.3   Planning

Prior to conducting a penetration test, the vendor shall develop and submit to the City of San Dimas for approval, a penetration test plan. The plan will include a Rules of Engagement (ROE) document and shall define the steps to be taken and tools/equipment to be used to facilitate the testing as well as information to be collected and submitted in the

final report. The penetration testing plan should be approved by the IS Manager before testing begins

4.4   Requirements

The Vendor shall explicitly state whether they can meet the requirements. If the Vendor doesn't meet a requirement, please state either the status of the requirement and/or future developments to meet the requirement. All tests shall be non-destructive in nature, where all remote system scanning, and attempts to exploit vulnerabilities or escalate privileges are conducted with proper care to avoid any disruption of service. The vendor will follow procedures set by the National Institute of Standards and Technology (NIST) Special Publication 800-115, Technical Guide to Information Security and Assessment.

4.5   General Requirements:

- Vendor must be able to provide complimentary post-remediation reviews. (Discussion-Based)
- Vendor shall provide a methodology of how the Vendor will assess the City of San Dimas Network and assets.
- Vendor must complete all clean up processes before finishing the penetration test, including but not limited to:
    o Removal of accounts created as part of the assessment
    o Removal of tools installed by tester on the City of San Dimas systems
    o Confidential data about the City of San Dimas obtained from the penetration test must be disposed of in an appropriate manner.
- Vendor shall not store any data, if obtained during a penetration test.
- Vendor shall sign a non-disclosure agreement, a copy will be retained by the City of San Dimas
- Vendor shall provide a description of the Vendor's work with other clients and provide the City of San Dimas with contact information and/or testimonials if available.
- Vendor shall specify the ability to perform and complete External, Internal, Web Application, Physical Security and Social Engineering tests within Ten (10) continuous business days.
- Vendor shall supply a list of potential employees that will be performing the penetration testing exercise on the City of San Dimas network in terms of:
    o Relevant working experience (employees must have at minimum 3+ years of experience) in the cyber security field.
    o Relevant Industry Cyber Security Certifications.
- Results of Vendor's employees background check(s) (each employee shall have a clean background record).
- Vendor should explain how the Vendor's employees are trained regularly outside of the workplace.
- The vendor shall provide a summary of any key differentiators that make Vendor uniquely positioned to provide penetration testing services to the City of San Dimas

City of San Dimas Information Technology Security Assessment will be conducted in five independent phases (or City of San Dimas can pick which phase is required) derived from

known threats to City of San Dimas. The information technology security assessment will take place in five phases:

- External network penetration testing
- Web application penetration testing
- Network Security Assessment
- Physical Security assessment
- Social Engineering

Each phase of this assessment should be considered and itemized as independent modules of the overall assessment.

4.6   External Network Penetration Test

An external penetration test will be performed on externally available hosts accessible from the internet. Testing during this phase should represent an uninformed anonymous threat targeting the City of San Dimas external infrastructure. The in-scope infrastructure for City of San Dimas external penetration testing phase will include not more than 50 public facing IPv4 addresses. City of San Dimas assumes the following:

- Identified vulnerabilities will be exploited to demonstrate impact to the organization with the exception of denial of service (DoS) attacks (except explicitly authorized), buffer overflows that may cause disruption to critical services. Exploitation will include a social engineering exercise (target emails to be verified by client).
- Heavy load brute force or automated attacks will not be performed unless approved by City of San Dimas.
- Vendor agrees to notify City of San Dimas of any portion of the assessment resulting in a disruption of service.
- Both parties will sign a mutual non-disclosure agreement to ensure the confidentiality of information exposed and proprietary tools and techniques used during these assessments.
- Vendor will immediately notify City of San Dimas of any security vulnerability threatening critical business processes or IT services.

4.7   Web Application Penetration Test

A web application penetration test provides an independent verification of the security status of an organization's web application(s). This test determines whether web-based applications (customer, patient, taxpayer, other) present an exploitable risk to the organization. City of San Dimas requires the following:

- The Vendor will determine if vulnerabilities exist in an application by testing each interface to the application including server operating system, application platform, and database.
- Denial of service (DoS) attacks will not be performed unless explicitly approved by City of San Dimas.

- The vendor will adopt a three-phased structure methodology for application

penetration testing that includes Enumeration, Vulnerability Assessment, and Exploitation.
- The vendor will attempt to exploit any identified vulnerability and misconfiguration
- Identification of prioritized remediation needs, requirements, and associated risk.

4.8   Network Security Assessment
An onsite network security assessment will be performed in two phases. The initial assessment will be performed to simulate an attack by an un-trusted outsider, unauthenticated user, with no working knowledge of City of San Dimas network. The second phase of the assessment will be performed with low-level credentials, an authenticated user. This penetration style test should assess the security of all networked assets including servers, desktops, firewall, network devices, wireless infrastructure, and network monitoring & management. Testing during the internal network vulnerability assessment will be performed at City of San Dimas IT office or remotely depending on the circumstances at the time of execution.

Internal network will include but is not limited to the following:
- Not more than 50 IPV4 address
- Internally hosted applications
- Domain Controllers
- Internal Web Servers
- DMZ Network

Additional onsite requirements can include Social engineering/USB key drop.

4.9   Physical Security Assessment
A physical security assessment will be performed to identify strengths and weaknesses in City of San Dimas physical security controls. This assessment should incorporate social engineering techniques to attempt unauthorized access to restricted areas as well as gain physical access to network jacks in City of San Dimas offices.

4.10   Social Engineering
Social engineering tests done internally may include, but are not limited to the following methods:
- Phishing
- Vishing
- Spear Phishing
- Business Email Compromise (BEC)
- Whaling
- Pre-Texting

4.11   Reporting
1. Vendor should provide quick notification during penetration testing if critical vulnerabilities or data was discovered during penetration test.
2. Vendor will promptly notify the City of San Dimas Information Technology Division about successful breach into the City of San Dimas network during either the

internal or external penetration test and obtain approval from the Information Systems Manager before continuing test.

3. The vendor will provide a detailed Security Assessment Report, approved by the City of San Dimas, within ten (10) business days from completion of pen test that should include, but not limited to the following:

    a. All vulnerabilities found from penetration test.
    b. All steps and vectors leading to a vulnerability should be documented along with screenshots and logs (including date and time).
    c. Summary of tests performed, and assessment methods employed.
    d. Vulnerabilities identified categorized by severity.
    e. Cost-efficient specific mitigations and workarounds for vulnerabilities identified.
    f. Listing of items that need remediation and retesting.
    g. Suggest best practices for device(s) and/or service configurations.
    h. Provide a summary of testing performed to validate segmentation controls.
    i. Provide details to the testing methodology and how testing progressed.
    j. In the case of where an exploitation didn't occur, any findings that may potentially impact the security posture of the City of San Dimas should be documented.
    k. Document if the City of San Dimas security system detected malicious activity from the Vendor's pen test and blocked the Vendor's access to the City of San Dimas servers, specifically what action the Vendor's company was attempting at the time.
    l. Provide a final summary of the overall risk to the City of San Dimas operating environment.
    m. Provide secure delivery of the Security Assessment Report.

Any desired changes to the reporting requirements, whether by vendor or the City of San Dimas, shall be documented in the penetration test plan and approved by the City of San Dimas. In the event the actual completion date is later than the scheduled completion date, upon approval from the City of San Dimas, the Security Assessment Report shall be submitted within ten (10) days of the actual completion date. The Security Assessment Report shall be developed in accordance with the requirements of the approved penetration test plan.

4.12 Deliverables

Upon the conclusion of all aforementioned information technology security assessment, City of San Dimas will be provided the following report sections
: • Executive Summary Report: An overview of all testing results, including a summary of the scope and approach, findings, and recommendations directed at senior management.

• Technical Report: A deep dive into the testing methodology, strengths and weaknesses observed, detailed findings matrix, associated risk ratings of each finding, technical recommendations, and appendices providing supporting documentation of each vulnerability identified.

Findings Presentation: Upon the completion of the project, results will be shared via a onsite

meeting at San Dimas City Hall. This presentation should provide an overview of strengths, weaknesses, and vulnerabilities identified throughout the assessment.

4.13   Contractor Furnished Information and Materials

The contractor shall perform external penetration testing activities from locations external to the City of San Dimas facilities, without access or knowledge about the City of San Dimas network. The contractor shall provide all tools, test equipment and materials necessary to perform both internal and external penetration tests.

4.14   Period of Performance

Vendor shall perform all requirements stated in Section 4 each contracted year (subject to change depending on threats identified). The vendor and the City of San Dimas shall identify in writing the allowable date(s) and time(s) for the penetration test to take place, within thirty (30) days of contract signature. The period of performance for this contract will begin on the date listed in the resulting contract and run for one year, with three (3) one-year options. The City of San Dimas will have the option each year to extend based upon mutual consent of the parties and contingent upon the availability of funding and successful contract performance of the vendor.

5   Evaluation of Proposals

5.1 Evaluation of Submitted Proposals

The City of San Dimas will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All proposals that are properly submitted will be evaluated using the evaluation criteria listed below. All proposals that are properly submitted will be evaluated by the Evaluation Committee which will make recommendations for the award. The City will form an Evaluation Committee to review all submittals received by the deadline. Any submittal failing to meet any of the qualifications requested in this RFP will be rejected. The purpose of the Evaluation Committee is to recommend which vendor is best able to provide a fully functioning system to the City's requirements, and within the City's budget.

5.2   Evaluation Criteria

An evaluation team composed of representatives of the City will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below. The criteria, and their associated weights, upon which the evaluation of the proposals will be based on the following:

Company Reviews and Reference (15%)
Ability to Execute, Assessment Methodology and Workplan (30%)
Company's Employee Skills, Experience and Certification (25%)
Cost / Pricing (30%)

5.3   Evaluation

Proposals will be distributed to the members of the Evaluation Committee for evaluation utilizing the criteria set forth above.

5.4 Interviews and Demonstrations

We will schedule in-person or web-based interviews with the top companies based on satisfying the evaluation criteria above. City staff will reach out to the main contact at each of the top companies to schedule a date and time that works for the company as well as the Evaluation Committee.

5.5 Recommendation for Award

After the interviews have been conducted, the Evaluation Committee shall recommend to the City Manager the Successful Vendor, based on the outcome of the interview process. The City Manager reserves the right to make an award, not to make an award or to cancel this RFP either before or after the date of the RFP response deadline.

5.6 Contract Discussions

Upon approval by the committee, the City of San Dimas shall enter into contract discussions with the Successful Vendor. If the terms and conditions of a contract cannot be successfully established within a reasonable amount of time (as determined by the City of San Dimas), then contract discussions will be terminated and contract discussions with the next highest-ranking Vendor will commence. Negotiations shall continue at the sole option of the City of San Dimas until a contract is signed and approved or all proposals are rejected and the RFP is withdrawn.

5.7 Notice of Award

All vendors submitting a response to this RFP will be notified in writing of the award of a contract if and when an award is made. If no award is made, all vendors will be notified accordingly. For the purposes of this RFP, an award shall be deemed to have been made upon the completion of contract negotiations.

6 Proposal Response

6.1 Documents to Be Submitted

All questions contained in this RFP must be answered. Failure by a vendor to answer all questions may result in the proposal being rejected. Proposer's Proposal will not be considered responsive unless it fully complies with the requirements in this Section.

Specifically, Proposer's Proposal shall include each of the sections referenced in the table below. The preferred method of submittal is in a binder with tabbed sections. The requirements for each of these Proposal sections are described in more detail in this Section.

VENDOR'S PROPOSAL WILL BE DISQUALIFIED FROM THIS RFP PROCESS IF THE PROPOSER FAILS TO CONFORM TO THE INSTRUCTIONS IN THIS SECTION.

Section 1 – Cover Letter
Section 2 – Methodology / Response to Requirements

Section 3 – Pricing
Section 4 – Relevant Experience and References
Section 5 – Relevant Industry Certifications

6.2   Cover Letter

Proposer's Proposal shall contain a cover letter acknowledging Proposer's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Proposer's company.

Provide agency's name, address, web address, telephone and fax numbers. Please include name, title and e-mail address of the individual who will serve as agency's primary contact. Describe your agency's ownership.

6.3   Methodology / Response to Requirement

Proposal should include the methodologies to be used to specifically address the requirements specified in Section 4.

6.4   Pricing

The City of San Dimas prefers a firm quote on the Security Penetration Testing. Given that statement, we also want to insure a competitive bid from each potential vendor.

If your firm prefers to provide a firm quotation covering only certain sections of this type of project, ensure that each section is fully and clearly described and is denoted as a firm or budgetary quotation. At minimum, it is required that each vendor provides a budgetary proposal for the full scope of the work described in this RFP.

Provide detailed pricing information for the proposed solution. Include list prices and discounted prices. Break pricing down by project section if appropriate.

6.5   Relevant Experience and References

Briefly describe agency's relevant experience as it relates to this project.

6.6   Relevant Industry Certifications

Proposer shall attach any relevant industry certifications of staff.

6.7   Pending Litigation

Vendors must list and summarize all pending or threatened litigation, administrative or regulatory proceedings or similar matters. The Successful Vendor shall have a continuing obligation to disclose any such actions during the period of this RFP process and any contract resulting from this RFP.

7 Submission Format and Delivery Requirements

7.1 Proposal Response Delivery

Proposer shall submit, in a sealed packet, one (1) original (clearly marked on the outside of the binder as "ORIGINAL"), two (2) complete printed copies, on or before the date specified in Section 2.2, to the addressee provided below:

Mail, courier service, or hand deliver:

City Clerk
City of San Dimas
245 E Bonita Ave
San Dimas, CA 91773

The label should identify the contents as:
Your company name and address
RFP Title

7.2 Date and Hour of Submission

Response must be received on or before April 12, 2023 at 5:00 pm. Any proposal that has not been received at the above address by 5:00 pm on April 12, 2023 shall be disqualified from further consideration.

7.3 Acceptance or Rejection of Submissions

The City of San Dimas reserves the right to reject any or all proposals, to waive technicalities or irregularities and to accept any proposal it determines to be in the City of San Dimas best interest. The acceptance of any proposal submission shall not in any way cause the City to incur any liability or obligation to vendor, financial or otherwise. The City of San Dimas may cancel the RFP in whole or part without making any award at its sole discretion, without any liability being incurred by the City of San Dimas to any vendor for any expense, cost, loss or damage incurred or suffered by the vendor as a result of such withdrawal.

7.4 Costs for Document Development

Costs for developing the response to this RFP are entirely the responsibility of the proposing party and shall not be chargeable in any manner to the City of San Dimas. All Vendors agree to provide all such additional information as, and when, requested at their own expense. No vendor supplying such information shall be allowed to change the pricing or other cost quotations originally submitted.

7.5 Proposal Validity

A proposal submitted in response to this RFP is irrevocable for 90 days from the date of submission. The City of San Dimas reserves the right to withdraw a bid acceptance at any time if in the opinion of the City of San Dimas the vendor is unwilling or unable to enter into a form of contract satisfactory to the City of San Dimas. Acceptance will be defined as the City of San Dimas selecting you as our provider of service for the intent of negotiating a contract for services.

7.6   Contract Evaluation and Award

The City of San Dimas reserves the right to execute any of the following options:
Issue no contract award for any of the services described within this RFP.
Award all services to one vendor.
Issue contract awards for any combination of services and vendor, either all of part of the business as the City of San Dimas sees fit.
The City of San Dimas is not obligated to accept the lowest price or most technologically advanced proposal.

The City of San Dimas has no obligation to reveal the basis for contract award or to provide any information to vendors relative to the evaluation or decision-making process. All participating vendors will be notified promptly of bid acceptance or rejection.

7.7   Contract Negotiation and Execution

It is the intent of the City of San Dimas that after the successful vendor has been selected, the City of San Dimas and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the City of San Dimas shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor will include penalties for non-performance and failure to meet the proposal implementation schedule.

<u>Contract execution is contingent upon approval by the City of San Dimas City Council.</u>

7.8   Proposal Submission Certification

By submitting a proposal, vendor certifies that he or she has carefully examined all the documents for the project and has carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof. The vendor further agrees that the performance time specified is a reasonable time.

7.9   Insurance Requirements

The acceptance of a bid proposal is contingent on vendor providing satisfactory proof that the vendor has adequate insurance coverage. It is in the City of San Dimas sole discretion the amount of insurance coverage required for the period of work under this contract.

8   Insurance Details

Consultant shall procure and maintain for the duration of the Agreement 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 Consultant, Consultant's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Consultant's pricing.

1) **Minimum Scope of Insurance**
    a) Coverage shall be at least as broad as:
        i) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (form GC 0001).
        ii) Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 per accident and endorsement CA 0025.
        iii) Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
2) **Minimum Limits of Insurance**
    a) Contractor shall maintain limits no less than:
        i) General Liability: $1,000,000 combined single limit 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 ($2,000,000).
        ii) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury and property damage.
        iii) Errors and Omissions: $1,000,000 per occurrence and aggregate.
        iv) Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of $1,000,000 per accident.

3) **Deductibles and Self-insured Retentions**
    i) Any deductibles or self-insured retentions 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 retentions with respect to the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4) **Other Insurance Provision**
    a) The policies are to contain, or be endorsed to contain the following provisions:
        i) The City of San Dimas, its officers, officials, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant, premises owned, occupied or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City

of San Dimas, its officers, officials, employees, or volunteers.

ii) The Consultant's insurance coverage shall be primary insurance as respects the City of San Dimas, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of San Dimas, its officers, officials, employees, agents or volunteers shall be in excess of the Consultant's Insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of San Dimas, its officers, officials, employees, agents or volunteers.

The Consultant'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.

Auto shall cover owned, non-owned, and hired vehicles.

b) Workers' Compensation and Employers Liability Coverage

i) The insurer shall agree to waive all rights of subrogation against the City of San Dimas, its officers, officials, employees, agents or volunteers for losses arising from work performed by the Contractor for the City of San Dimas.

c) All Coverage

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 days prior written notice by certified mail, return receipt requested, has been given to the City of San Dimas.

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

6) **Verification of Coverage**
   a) Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7) **Subcontractors**
   a) Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.