DATE: March 6, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: Public Safety Vehicle Purchase (5/5/5)

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@Oxnard.org, 385-7624

RECOMMENDATION:

That City Council:
1) Approves and authorizes the Mayor to execute three (3) purchase orders (Numbers 6202, 6203, and 6204) for a total amount of $672,083.85 for public safety vehicle purchases as follows:
   A) Eleven (11) Ford Police Interceptor Utility vehicles and upfitting costs for $472,426.91
   B) Six (6) Nissan Frontier King Cab light duty pickup trucks and upfitting costs for $153,487.38
   C) One (1) Ford F-150 patrol utility pickup truck and upfitting costs for $46,169.56
2) Appropriates $672,085 from General Fund – Fund Balance to Transfer Out to Capital Outlay (Account No. 101-1002-808-8712) for Police Vehicle Purchase (Project 172101)

BACKGROUND
During FY 2016-2017 twenty-seven (27) Ford Police Interceptor Utility vehicles were added to the patrol fleet in order to address the impacts of several years of deferred and scaled-back purchasing. Though the addition of these vehicles has provided some relief to the patrol fleet, the Police Department still has a high number of vehicles that have either passed or are nearing the end of their expected service lives. The recommended replacement cycle found in the City of Oxnard Vehicle Purchasing Guidelines is 100,000 miles. Many law enforcement agencies also use 100,000 miles, or five (5) service years, as their replacement threshold. Patrol vehicles
require service more frequently and generally become less reliable after exceeding 85,000 miles. The service that is required also becomes increasingly extensive and costly. Although the situation has improved from the previous year, there are still a large number of older, high-mileage vehicles in the patrol fleet’s inventory. Currently, twenty-one (21) of the patrol fleet’s vehicles have odometer readings in excess of 100,000 miles. An additional twelve (12) patrol fleet vehicles have odometer readings in excess of 80,000 miles. The average age of patrol vehicles within the fleet is six (6) years-old. Replacing high-mileage, aging vehicles will reduce the amount of time vehicles are out of service, and increase their availability to be in service. It is also anticipated that this will significantly lower maintenance costs. While last year’s purchases of replacement patrol vehicles have come as a welcomed relief, the newer units are accumulating miles at a fast rate due to the need to deploy reliable equipment. At their current rates, the majority of these vehicles will be at or nearing their 100,000 mile patrol service life prematurely - by the four-year mark. Additionally, another period of scaled-back or deferred patrol vehicle purchases would likely cause another vehicle crisis within the next several months. The following table depicts the age and mileage of patrol vehicles that are beyond the recommended replacement mileage/age, or are approaching it:

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<th>Year</th>
<th>Mileage</th>
<th>Unit #</th>
<th>Year</th>
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In addition to the eleven (11) Ford Interceptor Utility vehicles, the Police Department needs to purchase one (1) Ford F-150 4x4 pickup truck. This vehicle would be assigned to the Police Department’s Homeless Liaison Officers (HLO’s), who are tasked with addressing homeless and vagrancy issues within the City. These officers are required to oftentimes drive off of paved roads to access homeless encampments. In the past year, there have been several occasions in which these officers have gotten their two-wheel drive patrol vehicles stuck, requiring them to summon a tow truck. These officers are also often required to collect, transport, and book property belonging to homeless persons who have been arrested and/or transported to medical facilities for medical treatment. A four-wheel drive pickup would be beneficial to these officers, and would greatly enhance their productivity, as it would also minimize the use of additional vehicles to transport property.
The Police Department evaluated the following vehicles when choosing the 4x4 pickup truck that would be most suitable to meet the needs of the HLO’s: Ford F-150 4x4 pickup ($26,730), Dodge Ram 4x4 pickup ($26,495), and the Chevy Silverado 4x4 pickup ($27,585). The evaluation included contacting neighboring law enforcement agencies, and an evaluation of current vehicles being used by the City’s Parks Division. While each of these three vehicle types are similarly priced, and equipped and capable of meeting the demands of the HLO’s, the Ford F-150 has recently proven to be successful for the Simi Valley Police Department’s HLO program, mainly due to its reliability, durability, and price. Oxnard’s Parks Division has also had a positive experience with the F-150. It is also important to note that the City’s Fleet Division found the Ford F-150 to be most suitable in terms of repair and maintenance, as the Fleet Division mechanics are certified for this.

It is further recommended that the Ford Intercept Utility and Ford F-150 be purchased no later than the end of March of 2017, as Ford is expected to end production of its 2017 models by April. The approximate time required from the time of purchase to their field deployment is approximately five to six months, provided that Ford has an active production line, and available inventory. Following this mid-fiscal year purchase, the next recommended procurement process should begin in July of 2017, and each subsequent July.

In addition to the vehicles used for enforcement purposes, the Police Department requests the purchase of six (6) Nissan Frontier King Cab light-duty pickup trucks, as six (6) of the nineteen (19) light-duty pickup trucks currently used by Community Service Officers (CSO’s), Traffic Safety Assistants (TSA’s) and evidence/property room personnel have odometer readings in excess of 100,000 miles. Of these nineteen (19) light-duty pickup trucks, an additional three (3) have odometer readings in excess of 80,000 miles. The average age of these pickup trucks is 11.5 years old, with only one (1) pickup having been purchased since 2009. As is the case with the patrol vehicles, many of the pickup trucks have reached the end of their expected service lives and need to be replaced. The six (6) pickup trucks with the highest mileage include:

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These trucks with the highest mileage are Ford Rangers, the preferred truck type, but they are no longer available. Comparable light-duty pickup trucks are the Toyota Tacoma and the Nissan Frontier, with the Nissan Frontier costing less. The six (6) new Nissan Frontiers will replace these older trucks.

The support personnel that use these vehicles are crucial components to the success of the patrol workforce. These personnel are able to handle many of the lower priority calls for service and other functions (such as traffic control) which frees up officers so that they can be available to respond to emergency service calls or engage in problem-solving efforts.
The eleven (11) Ford Interceptor Utility vehicles, one (1) Ford F-150 truck, and six (6) Nissan Frontier King Cabs would be purchased from the National Auto Fleet Group through the National Joint Powers Alliance (NJPA) Master Vehicle Contract No. 102811 (Ford Interceptor Utility vehicles and Nissan Frontier King Cabs) and No. 120716 (Ford F-150 truck). Equipment upfitting and transportation costs are included in the purchase price.

**STRATEGIC PRIORITIES**

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

**FINANCIAL IMPACT**

Staff is requesting an appropriation from General Fund-Fund Balance for the purchase of vehicles. The FY15-16 audited General Fund Undesignated / Unreserved Fund Balance is $12.64 Million. The attached Budget Appropriation will appropriate $672,085 to Transfer Out to Capital Outlay (Account No. 101-1002-808-8712) from General Fund- Fund Balance to Capital Outlay’s Police Vehicle Purchase (Project 172101 / Account #301-2110-826-8606).

**ATTACHMENTS:**

Attachment A - Budget Appropriation

Attachment B - Purchase Order 6202 for National Auto Fleet Group for 1 Ford F-150 Police Truck

Attachment C - Purchase Order 6203 for National Auto Fleet Group for 11 Ford Police Interceptor Utility Vehicles

Attachment D - Purchase Order 6204 for National Auto Fleet Group for 6 Nissan Frontier King Cab Pickups
REQUEST FOR BUDGET APPROPRIATION

Department: Police  |  Date: March 7, 2017
Project/Program Manager: Scott Whitney  |  Phone: ext. 7612

Reason for Appropriation:
Appropriation for Eleven Ford Police Interceptor Utility vehicles, Six light duty pickup trucks, One utility pick up truck and the upfitting of the vehicles.

Accounts and Descriptions

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Expenditures/Transfers Out

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Sub-total Expenditures 672,085

Net Change to Fund Balance (672,085)

Fund: 301- CAPITAL OUTLAY FUND

Revenues/Transfers In

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Sub-total Revenues 672,085

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Sub-total Expenditures 672,085

Net Change to Fund Balance 0

Net Appropriation Change 672,085

Approvals

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Attachment A

REQUIRES CITY COUNCIL AUTHORIZATION
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18524
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

DATE: 2/28/2017

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

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TOTAL PURCHASE AMOUNT $46,169.56

In order to receive payment, email all invoices to: invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE.

CCRC
2/28/17
REVIEWED

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

Page 1 of 2
The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due: Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of fees for litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor’s behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor’s behalf would be held strictly liable. Vendor’s obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage:
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA0001ED, June 1992) covering Code No. 1, "any auto";
      iii. Workers’ compensation insurance in compliance with the laws of the State of California, including employer’s liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor’s agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney’s fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall ensure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.
PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

DATE: 2/28/2017

PURCHASE ORDER NO. 006203

VENDOR PHONE: (855)289-6572
VENDOR FAX: (831)480-8497
VENDOR #: 18324
VENDOR ADDRESS: NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076

SHIP TO: FLEET SERVICES
1060 PACIFIC AVE, BLDG 1
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

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TOTAL PURCHASE AMOUNT $472,426.91

In order to receive payment, email all invoices to: invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE.

CCRC
2/16/17
REVIEWED

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

Page 1 of 2
The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
   b) Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor’s agents and employees shall not be considered officers or employees of the City.
   c) Vendor, without the written consent of the City Purchasing Officer, shall not:
      a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
      b) Make any changes, alterations or variations in the terms of the Purchase Order.
   d) The cost of inspection on deliveries, or to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
   e) Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
   f) Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
   g) Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
   h) All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
   i) City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
   j) Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
   k) For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
   a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
   b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
   c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
   d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.
PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

DATE: 2/28/2017

Vendor Phone: (855) 289-6572
Vendor Fax: (831) 480-8497
Vendor #: 18524
Vendor Address: National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Ship To: Fleet Services
1060 Pacific Ave, Bldg 1
Oxnard, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

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Total Purchase Amount $153,487.38

In order to receive payment, email all invoices to: invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

Authorized Signature.

CcRC
2/16/17
Reviewed

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

Page 1 of 2
PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
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