

#### **Finance Department**

July 29, 2015

# **Request for Quotes**

The City of West Covina invites competitive quotes for the following:

#### "VENDING MACHINES FOR THE CITY OF WEST COVINA PURCHASING SPECIFICATION 0715-A"

Specifications and a quote sheet are enclosed. Interested suppliers are requested to submit one (1) original quote and two (2) copies to the City Clerk located at 1444 W. Garvey Ave., Room 317, West Covina, California. Proposals must be received before the hour of <u>5:00 P.M. on</u> <u>August 27<sup>th</sup>, 2015</u>, at which time the proposals shall be publicly opened. Late bids and facsimile proposals will not be accepted. Proposals must be submitted in separate sealed envelopes with the words "VENDING MACHINES 0715-A" noted on the front of the envelope.

Questions concerning this RFP should be submitted in writing to t not less than ten (10) days before the date of opening. Clarification and/or revisions to this RFP shall be by written addendum to all bidders to whom this RFP has been issued. The City of West Covina reserves the right to reject any or all proposals and/or waive any informality thereon. Each proposal shall constitute an offer to provide the service described herein at the price quoted and shall not be withdrawn for a period of ninety (90) days after the opening date.

Questions regarding the specifications should be referred to Mike Cresap at (626) 939-8853. Questions regarding the City purchasing procedures should be referred to the Purchasing Division at (626) 939-8443.

Sincerely,

Marin & De fin

Maria Delira Purchasing

Attachment: Specifications A - Pricing Summary B - References C - Vending Machine Locations Statement of Non Collusion by Contractor Agreement for Indemnification by Contractor/Vendor

## PURCHASING SPECIFICATION



Vending Machines	Approved by:	Spec. No.: 0715-A
	Nikole Bresciani	Effective Date:
	Community Services Director	July 29, 2015

#### GENERAL

The City of West Covina is seeking qualified providers to install and maintain beverage and snack vending machines at various City Facilities and Park Sites that will provide a commission to the City of West Covina on the machines. The facility and park sites are included in "Attachment C." The bidder shall provide the City of West Covina with the number and type of vending machines including suggested products as part of their proposal. Proposals will be accepted only from parties that are free of all obligation and interests that might conflict with the best interest of the City, and have the capacity to provide services on a timely basis.

#### SCOPE OF SERVICE

Bidders shall place a bid accordingly with the following standards:

- Costs associated with providing and the installing of the vending machines must be borne by the provider at no cost to the City.
- Vending machines must be vandal resistant.
- At no cost to the City, the provider must complete all maintenance and repairs within 24 hours of phone notice from the City.
- Bidder is to estimate the cost of electricity per machine/per year and how this cost will be handled.
- Vending machines must be maintained in an aesthetic and operable condition at all times.
- The vendor shall provide as part of the proposal submission, a Refund Plan for those persons who may lose money in the vending machines. The refund plan shall be simple, accurate and prompt.

#### BRAND NAMES

Each bidder shall indicate the brand names for each of the types of beverage and/or snack offered in the proposal. Should brands quoted herein become unavailable during the contract period, substitution of equal or better quality, without any change in price, may be permitted as determined by City. The bidder shall provide healthy beverage and snack product options for the vending machines at youth centers. All products must have City approval prior to stocking machines.

#### EQUIPMENT

The successful bidder shall provide all required vending equipment, vending enclosures, dispensing equipment, currency and coin changers. The bidder shall furnish all tools, equipment, apparatus, facilities, transportation, labor and materials necessary to furnish supplies, equipment, and maintenance services at such times and places as directed by, and with the approval of, the City. Each bidder shall provide in its proposal the style and type of each variety of machine listed. All equipment included by the bidder in its proposal shall be no older than three (3) years old.

#### CUSTOMER SERVICE AND REPAIR SERVICE

Proposals shall describe the availability of a customer service representative who assists in maintaining proper inventory levels, and handles all questions regarding billing, charge terms, delivery and for placement of orders. The successful bidder shall assign a route technician who is its employee to visit the facility and park sites, in order to evaluate each machine and item of equipment. The route technician shall fill and service the vending machines on a regular basis, and adjust route service as necessary during peak business periods. In addition, the bidder will service the machine and/or respond to request for repair within 24 hours of phone notice from City. The bidder shall repair, clean and maintain the dispensing and vending equipment and the vending machine enclosures, and keep all equipment, machines and enclosures in good working order and condition at all times. The bidder shall be responsible for maintaining the cleanliness of the areas around, behind, on top of, and under the vending machines that are installed, and the bidder shall remove all of the refuse created by filling and servicing the vending machines, and shall ensure that all vending machine enclosures are locked and secured.

The Contractor shall provide as part of the proposal submission, a REFUND PLAN for those persons who may lose money in the vending machines. The refund plan shall be simple, accurate and prompt.

#### **COMMISSION STRUCTURE**

The successful bidder shall provide the City with the highest commission possible while maintaining competitive pricing of vended products, as well as the highest standards of service to the City. If bidder increases vending price during the term of the contract period, the City shall maintain or increase its commission fee. Commissions shall be based on gross sales less applicable sales taxes and cash redemption value as shown in below. The successful bidder shall provide the City quarterly with a computerized statement showing the amounts of gross sales and commissions earned monthly for each machine. All commissions shall be paid quarterly to the City of West Covina by the 15<sup>th</sup> of the following month and shall be accompanied by the computerized statement.

Sample Commission Structure:

# of bottles per case	24
Vending price	x \$1.25
Sub Total	30.00
9% tax	-2.70
CRV	-1.20
Sub-Total	26.10
Commission rate	x 30%
Profit per case	7.83

The bidder shall absorb all costs due to abuse, pilferage, theft, breakage, damage, graffiti removal and/or vandalism of vending machines, and such cost shall not be deducted from commissions payable to the City of West Covina.

## CONTRACT PERIOD

The contract shall be for a three (3) year period. Upon mutual agreement of the City of West Covina and the service provider, this contract may be renewed on a year-to-year basis at the prices bid. All prices bid must be accurate, complete, and valid for the term of the contract. The bidder is responsible for the accuracy of the bid submitted, and no allowance will be made for errors or price increases. The proposal shall include all equipment, supplies, services, pricing, and commission structure for the full thirty-six (36) month period. A proposal submitted in accord with instructions constitutes an offer to enter into a contract with the City. If the City accepts the proposal, an enforceable contract is thereby created.

## **REFERENCES**

Each bidder shall provide a brief history of its company and a summary of services in its proposal. Please include references from at least three (3) current clients and list the name(s) of the contact person, the name and address of the business, and the telephone number.

## **EVALUATION CRITERIA**

Proposals will be evaluated based upon the following criteria:

- An evaluation of the quality, maturity and financial stability of the firm.
- An evaluation of the firm's ability and experience in providing the service offered, including: experience with local government, level of client satisfaction, cost/benefit relationship and relative success.
- An evaluation of the experience and training of the personnel the firm will be committing for assignments at the City.
- An evaluation of the approach and related costs. When and if all other factors are considered equal, cost will be the deciding criteria.

#### **INSURANCE**

<u>Minimum Scope and Limits of Insurance</u>. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the City the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of

not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

<u>Endorsements</u>. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.
- (e) 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.

<u>Deductible or Self Insured Retention</u>. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City.

<u>Certificates of Insurance</u>. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

<u>Non-limiting</u>. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

## **INDEPENDENT CONTRACTOR**

The Consultant/Contractor is and shall at all times remain as to the City/Community Development Commission, a wholly independent contractor. Neither the City/Community Development Commission, nor any of their officers, employees or agents shall have control over the conduct of the Consultant/Contractor or any of the Consultant's/Contractor's officers, employees or agents, except as herein set forth. The Consultant/Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City/Community Development Commission, nor shall City/Community Development Commission, nor shall City/Community Development Commission officers, employees or agents be deemed the officers, employees or agents of Consultant/Contractor as a result of this Agreement.

## LEGAL RESPONSIBILITIES

The Consultant/Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which in any manner affect the performance of its services pursuant to this Agreement. The Consultant/Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City/Community Development Commission, nor their officers, agents or employees shall be liable at law or in equity as a result of the Consultant's/Contractor's failure to comply with this section.

## ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to recover a reasonable sum as attorneys' fees, in addition to any other relief to which the party may be entitled in law or equity.

## **INDEMNIFICATION CLAUSE**

Consultant/Contractor shall indemnify, defend, protect and hold harmless the City/Community Development Commission, their officers, agents, and employees from, and against, any claim, loss, liability or expense, including reasonable attorney's fees, court costs, and necessary disbursements, for any damage whatsoever, including but not limited to, bodily injury, death, or injury to property, arising or alleged to arise from any act or omission of Consultant/Contractor, its officers, employees, or agents in the performance or non-performance of this Agreement.

#### **DEFAULT OF CONTRACTOR**

The City of West Covina shall hold the contractor responsible for any damage that may be sustained because of the failure or neglect of the contractor to comply with any term or condition listed herein. It being specifically provided and agreed that no change or substitution shall be made in the service offered without prior City approval. If the successful supplier fails or neglects to furnish any of the services at the prices and time agreed upon, or otherwise fails or neglects to comply with the terms and conditions of the agreement, the City may, upon written notice to the contractor, cancel or rescind any or all parts of this agreement including, but not limited to the hiring of undocumented aliens, and may procure the required products/services elsewhere without notice to the contractor. The prices paid by the City at the time of award shall be considered as prevailing.

#### TERMINATION OF CONTRACT

Upon the determination of the City of West Covina Community Services Department that the quality of service does not meet the standards set by the City of West Covina as outlined in these specifications, and/or for convenience and/or non-compliance of other provisions of any contract entered into, the City may terminate this agreement upon thirty (30) days written notice to the Contractor.

#### TERMS AND CONDITIONS

1. ASSIGNMENT OF CONTRACT:

Supplier shall under no circumstances assign this contract or any part thereof to another party without express written permission of the City of West Covina.

2. INDEPENDENT CONTRACTOR STATUS:

It is expressly understood that the contractor named in any contract entered into by the City is acting as an independent contractor and not as an agent or employee of the City of West Covina.

3. NON EXCLUSIVE CLAUSE:

The City does not warrant to contract exclusively with a single supplier to provide the products bid.

4. SUPPLIER SELECTION:

Goods/services procured by the City of West Covina shall be from the lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following:

- a. The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- b. The ability, capability and skill of the bidder to perform the services required. Whether the bidder has the financial resources and facilities to perform or provide the services promptly, or within the time specified without delay or interference.
- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- d. The bidder's record of performance on previous contracts or services, including compliance by the bidder with laws and ordinances relative to such contracts or services.
- e. The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
- f. The number and scope of conditions attached to the bid.
- g. Additional consideration will be given to qualified providers that agree to contribute 120 cases of name brand beverage annually for City of West Covina events and programs at no cost to the City.
- 5. CONFLICT OF INTEREST:

Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the City of West Covina may not accept gratuities, entertainment, meals or anything of value whatsoever from current or potential suppliers. The offer of such gratuity to an employee of the City shall be cause for declaring such supplier to be an irresponsible service provider and preventing him from bidding

## 6. ORAL PRESENTATIONS:

An oral presentation by the service provider in final contention for award of an Agreement for services may be required as a regular part of the bid process. The purpose of the oral presentation would be twofold: first, to allow the service provider to demonstrate capabilities of the company and to clarify their responses to the RFP; second, to allow the City staff to meet the service provider's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the expense of the service provider.

## 7. RIGHT TO NEGOTIATE PROPOSALS:

The City of West Covina reserves the right to negotiate any of the provisions, accept any part, or all parts of any or all proposals, whichever is in the best interest of the City, and the public.

#### 8. WITHDRAWAL OF SUBMISSION OF PROPOSALS:

Any service provider may withdraw his/her submission of proposal, either personally or by written or facsimile request at any time prior to the time set for the proposals opening. Submitted proposals shall be valid for at least ninety (90) days from the date of submission.

#### 9. REJECTION OF SUBMISSION OF PROPOSALS:

The proposal request does not commit the City of West Covina to award any contract. The City reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposals or in the proposal procedures, and to be the final judge as to which is the responsible, qualified proposal. At the sole discretion of the City, any proposal which contains items not specified, items which are incorrect, or does not complete all the items scheduled, or does not respond to items in the manner specified in this request; and proposals received by telephone or fax, may be considered non responsive and may be rejected on these basis. Proposals offering less than 90 days for acceptance from the proposed closing date may be considered non responsive and may be rejected. Non-acceptance of any proposal will not imply any criticism of the proposal or convey any indication that the proposal was deficient. Non-acceptance of any proposal will mean that another proposal was deemed more advantageous to the City of West Covina, or that no proposal was deemed acceptable.

#### 10. PERMITS AND LICENSES

The successful service provider and all of his/her employees or agents shall secure and maintain in force such licenses and permits as are required by law, including a City of West Covina Business License.

#### 11. MINORITY AND WOMAN OWNED BUSINESSES:

The City of West Covina herewith notifies all potential suppliers that it will insure that in any contract or purchase agreement entered into, that minority and woman owned business enterprises will be afforded full opportunity to participate in this procurement, and will not be discriminated against on the grounds of sex, race, color or national origin in the consideration for award.

## ATTACHMENT A

#### PROPOSED PRICING SUMMARY

Offerors shall submit proposed costs for all of the items/services being offered. All proposed costs shall be in the form of firm-fixed delivered unit prices.

Provide an itemized listing of Brands offered. Offerors shall offer pricing on all miscellaneous items listed below to be considered.

Brand Name Bottled Drinks Being Offered	Product Price

Brand Name Canned Drinks Being Offered	Product Price

## **ATTACHMENT A (continued)**

## PROPOSED PRICING SUMMARY

Brand Name Snacks Being Offered	Product Price

Miscellaneous Items Being Offered	Product Price

## **ATTACHMENT A (continued)**

## PROPOSED PRICING SUMMARY

Healthy Items Being Offered	Product Price

## **ATTACHMENT A (continued)**

## PROPOSED PRICING SUMMARY

Commission rate being offered to the City: \_\_\_\_\_%

Have you provided, in writing and included with your Proposal a refund plan for patrons?

\_\_\_\_Yes \_\_\_\_No

I/We can furnish and begin to deliver all equipment within \_\_\_\_\_\_ calendar days after the date of the fully executed contract with the City.

## ATTACHMENT B

#### ATTACHMENT BREFERENCES VENDING MACHINE SERVICES

A list of references for which the Contractor has provided similar vending machine services over the last 5 years similar in Scope to that which is described herein shall be provided with the RFP Package. City of West Covina cannot be listed as a reference.

Please list references below:

Company Name:	
Address	
Phone Number:	
Email Contact:	
Location Address:	
Additional Information:	
Company Name:	
Address	
Phone Number:	
Email Contact:	
Location Address:	
Additional Information:	
Company Name:	
Address	
Phone Number:	
Email Contact:	
Location Address:	
Additional Information:	
Company Name:	
Address	
Phone Number:	
Email Contact:	
Location Address:	
Additional Information:	

## ATTACHMENT C

## VENDING MACHINE LOCATIONS

Location	Address
Parks:	
Cameron Park	1305 E. Cameron Ave.
Cortez Park	2441 E. Cortez Ave.
Del Norte Park	1500 W. Rowland Ave.
Friendship Park	3740 Sentous
Gingrich Park	1935 Woodgate Dr.
Maverick/ Ridge Rider Park	330 S. Citrus Ave
Orangewood Park	1615 W. Merced Ave.
Galster Park	1620 Aroma Dr.
Palm View Park	1340 E. Puente Ave.
Shadow Oak Park	2121 East Shadow Oak Dr.
Walmerado Park	625 East Merced Ave.
Facilities:	
City Hall	1444 W. Garvey Ave.
Police Station (walkway East side of PD Station)	1444 W. Garvey Ave.
Maintenance Yard	825 S. Sunset Ave.
Senior Citizen Center	2501 E. Cortez Ave.
Fire Department	1435 W. Puente Ave.
Roller Hockey Rink	1615 W. Merced Ave.
Cameron Community Center	1305 E. Cameron Ave.



The undersigned who submits herewith to the City of West Covina a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of West Covina or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of West Covina, or to any person/ persons who have a partnership or financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of West Covina any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of West Covina either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On	_at	_California.
Firm		
Church the set		(Signature)
Sueet		(Print Name & Title)
City	State Zip	

## AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR/VENDOR

The City of West Covina requires contractors and suppliers of service to the City to indemnify and hold the City of West Covina harmless for claims or losses arising from or in connection with the contracting party's work for the City of West Covina before a purchase order is issued. To eliminate misunderstandings between contracting parties and the City in case of a claim or lawsuit, the City of West Covina requires that contracting parties who perform services for the City sign this Agreement. This Agreement will act as and become a part of each contract/purchase order between the City of West Covina and the contracting parties signing the Agreement.

In consideration of the opportunity of doing work for the City of West Covina and benefits to be received thereby, the contracting party agrees as follows:

- 1. That where a contract, purchase order or confirming order is issued by the City of West Covina awarding a contract, this Agreement is to be considered part of that contract.
- 2. Contractor agrees to indemnify the City of West Covina and any officer, employee or agent, and hold the City of West Covina and any officer, employee or agent thereof harmless from any and all claims, liabilities, obligations and causes of action of whatsoever kind or nature for injury to, or death of, any person (including officers, employees and agents of the City of West Covina), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees.
- 3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides, "If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will occur as to any contracts awarded by the City of West Covina to the contracting party to this Agreement while this Agreement is in force.
- 4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor/vendor to all terms and conditions of this Agreement.
- 5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of West Covina. As a condition precedent to acceptance, and contracts from the City of West Covina and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to its writing before the work of the representative successor or assignees begin; such assignment shall be effective with the written consent of the City of West Covina.
- 6. To promptly notify the City of West Covina of any change in ownership of the contracting party while this Agreement is in force.
- 7. In the event that this Agreement, contract, or purchase order is entered into with the West Covina Community Development Commission, wherever the term "City of West Covina" is indicated, it shall also be applicable to the West Covina Community Development Commission.

This Agreement cannot be modified or changed without the express written consent of the City Attorney of the City of West Covina.

On behalf of		
	(Name of Contractor/Vendor)	
I agree to the terms of this Agreement.	(Address)	
r ugree to the terms of this rigreement.		
Signature	Title	