

# REQUEST FOR PROPOSAL



EMERGENCY MEDICAL SUPPLIES	Approved by: Larry Whithorn	Spec. No. 0116-B
		Effective Date: January 4, 2016

## GENERAL:

The City of West Covina (City) is seeking proposals from qualified vendors to provide Emergency Medical Supplies.

## TENTATIVE SCHEDULE:

- RFP release: January 4, 2016
- Questions due: January 11, 2016 by 5:00 p.m. via email
- Responses to questions due: January 18, 2016 via email
- Proposals due: **February 8, 2016**
- Selection of consultant: February 22, 2015

## PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. One original and three (3) bound sealed copies are to be submitted to the Office of the City Clerk, along with the attached "Statement of Non-Collusion by Contractor" (Attachment A) and the "Agreement for Indemnification by Contractor/Vendor" (Attachment B) forms must be filled out and returned with the proposal **no later than 5:00 p.m. February 8, 2015**. Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted. Proposals shall be submitted and addressed as follows:

### U.S. Mail:

Office of the City Clerk  
City of West Covina  
Attn: Bart Brewer  
1444 W. Garvey Avenue S. #317  
West Covina, CA 91790

### In-person or Courier Service:

Office of the City Clerk  
City of West Covina  
Attn: Bart Brewer  
1444 W. Garvey Avenue S. #317  
West Covina, CA 91790

Please clearly identify the package: **EMERGENCY MEDICAL SUPPLIES 0116-B**

## CONTACT

Please direct any questions or concerns regarding the specification to Bart Brewer at [bart.brewer@westcovina.org](mailto:bart.brewer@westcovina.org), by 5:00 p.m. on January 11<sup>th</sup>, 2015.

### **CONTRACT PERIOD:**

The initial term of the agreement shall be for three (3) years. The contract may be renewed contingent upon satisfactory performance of the vendor and mutual written agreement of both the City and vendor on an annual base for an additional Two (2) years.

### **BACKGROUND:**

The City of West Covina has a population of 109,285 and covers approximately 16 square mile in area. It is largely residential city that has a large commercial section along the Interstate 10 corridor. The City is a full service, general law city that operates under the Council-City Manager form of government, and provides a full range of municipal series including police and fire services as well as street maintenance and repair, building and engineering, planning and parks and recreational activities. The City consists of 9 departments.

### **SCOPE OF SERVICE:**

We have attached a list of medical supplies. Due to the fact that treatments change and new products are prevalent in emergency medicine, we expect the list of supplies to grow and or change. The list attached contains common supplies used in the operation of the ambulance service. The list is not a complete list of the supplies we purchase. Items not specifically listed should be considered as part of this RFP by prospective bidders.

We require that each prospective bidder provide a copy of their catalog and should consider all items in the catalog as being an item we would purchase. For items not on the list we have provided, please give a percentage discount off the list price. We require that each bidder demonstrate the catalog price as well as the price being proposed. Any vendor that is not specifically providing supplies to Emergency Medical Services for the purpose of providing emergent pre-hospital patient care will not be considered.

We are requesting that one sales person be assigned to the account. We are further requesting that one person be assigned to the account for purposes of mediating or resolving billing issues. All pricing and ordering should be available via an internet interface as well as call in via telephone.

The prospective vendor should offer drug disposal service. The service is to be compliant with all DEA and California Board of Pharmacy rules and regulations. The burden of regulatory compliance for the destruction of drugs will be placed on the vendor. The vendor must be able to demonstrate process that will be in compliance with the DEA and California Board of Pharmacy rules and regulations.

## **SHIPPING**

Please calculate for free ground shipping to Fire Station No. 1 at 819 S. Sunset Avenue, West Covina, CA 91790.

## **TERMS AND CONDITIONS:**

### **A. SIGNED SUBMISSION OF PROPOSALS**

The supplier with his/her usual signature must sign the submission of proposals in longhand. Submission of proposals by partnerships must be signed with the partnership name by the principal partner, followed by the signature and designation of the partner signing; submission of proposals by corporations must be signed with legal name of the corporation of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall be typed or printed below the signature.

### **B. LATE SUBMISSION OF PROPOSALS**

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

### **C. WITHDRAWAL OF SUBMISSION OF PROPOSALS**

Any service provider may withdraw his submission of proposals, either personally or by written or facsimile request at any time prior to the time set for the proposals opening, provided that written confirmation of any facsimile withdrawal of the signature of the service provider is placed in the mail and postmarked prior to the time set for the opening thereof. Negligence on the part of the service provider in preparing his/her submission of proposals confers no right of withdrawal or modification of his/her submission after such submission has been opened.

### **D. ADDENDUM TO THE RFP**

If it becomes necessary to revise any part of this RFP, an addendum to the RFP will be provided in writing to all bidders. All addenda issued during the time of bidding will be incorporated into any resulting contract.

### **E. LETTERS OF OBJECTION**

Any supplier believing that any part of the RFP, including the specifications and/or the evaluation procedures, is discriminatory against the supplier or precludes the supplier from being given reasonable consideration in the evaluation process must submit a letter twenty (20) calendar days prior to the scheduled opening date specified in the cover letter. The letter shall be submitted to the City's Purchasing Manager clearly stating the specific objection and the areas of concern to the

supplier and including a proposed method for resolution of such objections. Suppliers are cautioned that any such objections not timely raised in the manner specified herein shall not be considered. The City, upon timely receipt of any such letter of objection, shall consider the supplier's objection and, when in the opinion of the City, a modification of the RFP shall serve the best interest of the City, revisions to the RFP, in the form of a written addendum shall be issued to all suppliers.

#### F. REJECTION OF SUBMISSION OF PROPOSALS

The RFP 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 RFP procedures, and to be the final judge as to which is the responsible, qualified proposal. Any proposal which contains items not specified, items which are incorrect, which does not complete all the items scheduled, or does not respond to items in the manner specified in this RFP, and proposals received by telephone, facsimile or telegraph, may be considered non responsive and may be rejected on these bases in the sole discretion of the City. 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 to be more advantageous to the City of West Covina, or that no proposal was deemed acceptable.

#### G. PUBLIC INFORMATION

All materials received relative to this RFP will become public information and be available for inspection after the award of bid. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

#### H. PROPOSAL VALIDITY PERIOD

Submission of the proposal will indicate that the pricing, terms and conditions stated in the Vendor's response remain valid in 90 days from the date of submittal of the proposal to the City of West Covina.

#### I. NEWS RELEASES

The Contractor shall not make news releases pertaining to an award resulting from proposals made in response to the RFP without prior written approval of the City of West Covina Finance Director. In addition, the successful service provider must agree not to release any advertising copy mentioning the City of West Covina or quoting the opinion of any City employee without written approval by the City of West Covina.

## J. AWARD OF CONTRACT

Award of any contract arising from any proposal submitted as a result of this RFP may require approval by the West Covina City Council as presented by City Ordinances and Codes. Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, Vendor provides additional terms or conditions, contract shall be void. To the extent not otherwise stated in the contract, the California Commercial Code shall apply. The City of West Covina reserves the right to award a contract for services described in this RFP in part or in whole to a single bidder or to multiple bidders; whichever may be deemed in the best interest of the City. The award will be made in writing to the responsible bidder whose proposal is determined to be the most advantageous for the City of West Covina, taking into account all the evaluation criteria set forth in this RFP.

## K. SUPPLIER SELECTION

Goods and 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 factors:

1. The quality, availability, and suitability of the supplies, equipment, or services to the particular use required.
2. The ability, capability and skill of the bidder to perform the services required.
3. 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.
4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
5. 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.
6. The number and scope of conditions attached to the bid.

## L. 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/her from bidding.

M. 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.

N. ASSIGNMENT

The contractor shall, under no circumstances, assign any contract issued as a result of this proposal by any means whatsoever, or any part thereof to another party without express written permission of the governing board for the City of West Covina.

O. 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.

P. REFERENCES

The Consultant/Contractor shall submit with his/her proposal a list of at least **three (3)** clients using the same service being proposed, with names, addresses, and telephone numbers. A survey of references will be made to determine, among other things, the supplier's success in meeting the needs of the contracting agency in a timely manner.

Q. AGREEMENT TO CONDITIONS AND ADDITIONAL REQUIREMENTS

Proposals submitted without comment to the specified terms and conditions are deemed to agree with those conditions. Contractors acknowledge that due to the type of service requested a formal contract may be required. **The attached "Statement of Non-Collusion by Contractor" (Attachment A) and the "Agreement for Indemnification by Contractor/Vendor" (Attachment B) forms must be filled out and returned with the proposal.** The City reserves the right to reject any or all proposals.

R. CANCELLATION

The City may terminate its agreement with the supplier at any time by giving at least 30 days notice in writing. If the City terminates the agreement, the supplier will be paid for the time provided and expenses incurred up to the termination date. The City shall assume no additional liability.

## S. ORAL PRESENTATIONS

An oral presentation by the proposers 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 proposer to demonstrate capabilities of the firm and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

### **INSURANCE:**

Minimum Scope and Limits of Insurance. 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.

Endorsements. 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.



Deductible or Self Insured Retention. 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.

Certificates of Insurance. 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.

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

**Attachments:**

- A: Statement of Non Collusion by Contractor
- B: Agreement for Indemnification by Contractor / Vendor
- C: Quotation Form
- D. Draft Agreement



## Statement of Non Collusion by Contractor

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 \_\_\_\_\_ (Signature)

Street \_\_\_\_\_ (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, agents or invitees.
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.

\_\_\_\_\_  
(Name of Contractor/Vendor)

\_\_\_\_\_  
(Address)

I agree to the terms of this Agreement.

Signature \_\_\_\_\_ Title \_\_\_\_\_



THE CITY OF  
**WEST COVINA**  
 PURCHASING DIVISION  
 PHONE (626) 939-8443

**Attachment C**  
**REQUEST FOR QUOTATION**

(This is not an order)

Quotation No. 0116-B

<p><b>INSTRUCTIONS TO BIDDERS:</b></p> <ul style="list-style-type: none"> <li>• Please quote prices F.O.B. Destination. No charges for packing, drayage, postage, or for any other purpose will be allowed over and above the prices quoted herein unless noted.</li> <li>• Quote each item separately as awards will be made on a unit basis. Each item will be considered separately and not in combination with other items unless otherwise specified.</li> <li>• The City invites cost saving or quality improving substitutes, however deviations from these specifications should be clearly indicated on your quotation.</li> </ul>	<p>Buyer: Mark Baxter</p> <p>Mailed: January 4, 2015</p> <p>Return by: February 8, 2015</p>
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Category	Description	Brand	Annual Qty	Unit Qty	Price
Adhesive Bandages / Band-aids	BAND-AID® BRAND Bandage, Flexible Fabric, 3/4" x 3" <b>(box of 100)</b>	J & J	37		
Advanced Airways	KING LTS-D™ Airway Convenience Bundle, Size 4	Ambu	3		
Bag Mask Resuscitators	RUSCH Bag Mask Resuscitator, Adult	Rusch	66		
Bag Mask Resuscitators	RUSCH Bag Mask Resuscitator, Pediatric	Rusch	18		
Biohazard Control Products	Biohazard Bag, 23 in x 23 in, 1.5 mil, 7-10 Gallon	MAI	500		
Blankets	GRAHAM® Comfort1® Disposable Blanket, Gray	Graham	30		
Blood Monitoring Systems and Lancets	FreeStyle Precision H Test Strips <b>(Box of 100)</b>	Abbott	40		
Blood Monitoring Systems and Lancets	BD Microtainer® Lancets, Medium Blood Flow, PINK (Box/200)	BD	10		
Blood Monitoring Systems and Lancets	FreeStyle Precision H Offer (Order 300 Strips for Free Unit)	Medisense	2		
Cleansing Products	3M™ Avagard™D Instant Hand Antiseptic, 16 oz.	3M	24		
Clipboards	SAUNDERS Redi-Rite Clipboard, Fits Forms 8 1/2" x 14"	Saunders	3		
Clipboards	SAUNDERS A-Holder Clipboard, Fits forms 8 1/2" x 12"	Saunders	2		
CO2 Detectors, Syringes and Bulbs	EASY CAP® II CO2 Detector (Patients over 15 kg)	Nellcor	12		
Cold / Heat / Hot Packs	KWIK KOLD Pack, Regular Size	Cardinal	288		
Disinfectants	CaviCide1 Surface Disinfectant Liquid, 24 oz. Spray Bottle	Metrix	41		
Disinfectants	Bracket Wall Mount for Sani-Cloth® Wipe Tubs	PDI	3		
Electrodes	MEDI-TRACE® 530 Series Electrode <b>(Packs of 30)</b>	Conmed	30		

Category	Description	Brand	Annual Qty	Unit Qty	Price
Electrodes	MEDI-TRACE® CADENCE™ Electrode, Zoll Connector, PEDI	Conmed	5		
Electrodes	CONMED® R2 Electrodes, Zoll Connector, Adult	Conmed	10		
Endotracheal Tube Holders	Laerdal™ THOMAS™ ET Tube Holder, Adult	Laerdal	20		
Endotracheal Tubes and Stylettes	FLEXI-SET™ Endotracheal/Stylette Combo, CUFFED, 7.5 mm	Rusch	40		
Endotracheal Tubes and Stylettes	FLEXI-SET™ Endotracheal/Stylette Combo, CUFFED, 8.0 mm	Rusch	20		
Endotracheal Tubes and Stylettes	FLEXI-SET™ Endotracheal/Stylette Combo, CUFFED, 7.0 mm	Rusch	20		
Endotracheal Tubes and Stylettes	FLEXI-SET™ Endotracheal/Stylette Combo, CUFFED, 6.5 mm	Rusch	20		
Endotracheal Tubes and Stylettes	FLEXI-SET™ Endotracheal/Stylette Combo, CUFFED, 6.0 mm	Rusch	10		
Extrication Collars and Collar Cases	Laerdal™ STIFNECK® Adjustable Select™ Collar	Laerdal	200		
Eyewear and Face Shields	STROBE Eyewear, Black Frame, Clear Lens	Gateway	20		
First Aid Refills, Aspirin etc.	Aspirin, Children Chewable, 81 mg <b>(Bottle of 36)</b>	Major	33		
Flashlights, Penlights and Strobes	Conterra EMS/RESCUE LIGHT	Conterra	1		
Gauze Sponges and Conforming Bandages	VERSALON™ All-Purpose Sponge, 4" x 4", Sterile <b>(pks/2)</b>	Dynarex	4,250		
Gauze Sponges and Conforming Bandages	KERLIX™ Gauze Bandage, 3.4" x 3.6 yds, Sterile	Kendall	384		
Gauze Sponges and Conforming Bandages	CoFlex® - AFD Absorbent Foam Dressing, 2", Non-Sterile	Andover	32		
Glove Holders and Holsters	Glove BUTLER, Stainless-Steel Finish	Bowman	5		
Gloves	DIAMOND GRIP™ Latex Exam Glove, Large <b>(Box of 100)</b>	Microflex	6,500		
Gloves	FREEFORM® EC Nitrile Exam Gloves, Large <b>(box of 50)</b>	Microflex	17		
Gloves	SAFEGRIP® Latex Exam Glove, X-Large	Microflex	50		
Glucose and Glucose	INSTA-GLUCOSE®, 31 g Tube	Perrigo	48		
Hemorrhage Control	Combat Application Tourniquet (C-A-T®), Black	NAR	31		
IV Catheters	Protect IV™ IV Catheter, 20 ga. x 1.16" <b>(Box of 50)</b>	BD	32		
IV Catheters	Protect IV™ IV Catheter, 18 ga. x 1.16" <b>(Box of 50)</b>	BD	22		
IV Catheters	Protect IV™ IV Catheter, 22 ga. x 1"	BD	20		

Category	Description	Brand	Annual Qty	Unit Qty	Price
IV Catheters	Protect IV™ IV Catheter, 24 ga. x 3/4"	BD	20		
IV Catheters	Protect IV™ IV Catheter, 14 ga. x 1 1/4"	BD	20		
IV Catheters	Protect IV™ IV Catheter, 16 ga. x 1 1/4"	BD	20		
IV Sets and Extension Sets	Baxter DUAL IV Set, 10 drop, CLEARLINK®/INTERLINK®	Baxter	1,056		
IV Sets and Extension Sets	ICU BRAVO24® Extension Set, 0.63ml, 6.5"	ICU	1,700		
IV Sets and Extension Sets	Baxter DUAL Microdrip IV Set, 60 drop, CLEARLINK®/INTERLINK®	Baxter	20		
IV Solutions and Fliptop Vials	Sodium Chloride IV Solution, 0.9%, Abbott, 1000 ml Bag	Abbott	204		
IV Solutions and Fliptop Vials	Sodium Chloride IV Solution, 0.9%, B Braun, 500 ml Bag	Braun	360		
IV Solutions and Fliptop Vials	Sodium Chloride IV Solution, 0.9%, B Braun, 1000 ml Bag	Braun	132		
IV Solutions and Fliptop Vials	Sodium Chloride IV Solution, 0.9%, Baxter, 1000 ml Bag	Baxter	56		
IV Solutions and Fliptop Vials	Dextrose 10%, Baxter IV Solution, 250 ml Bag	Baxter	36		
IV Solutions and Fliptop Vials	Sodium Chloride IV Solution, 0.9%, Abbott, 500 ml Bag	Abbott	3		
IV Start Packs, TQs, Dressing, Armboards	Tourniquet, Bulk FLAT, 1" x 18", Latex <b>(Box of 250)</b>	Kent	5		
Lube Jelly	Lubricating Jelly, 2.7 g. Foil Pack	PDI	144		
MAD Mucosal Atomization Device	MAD® Mucosal Atomization Device	Rusch	50		
Monitoring Supplies	Prep Razors, Disposable, 2-Sided <b>(Box of 100)</b>	Dynarex	1		
O2 Hoses, Flow Meters, Quick Connect	Flow Control Valve with quick connect	Western	3		
Oral and Nasal Airways	Robertazzi Nasopharyngeal Airway, 32 fr.	Rusch	20		
Oral and Nasal Airways	Robertazzi Nasopharyngeal Airway, 22 fr.	Rusch	20		
Oral and Nasal Airways	Robertazzi Nasopharyngeal Airway, 20 fr.	Rusch	20		
Oral and Nasal Airways	Robertazzi Nasopharyngeal Airway, 30 fr.	Rusch	10		
Oral and Nasal Airways	Robertazzi Nasopharyngeal Airway, 28 fr.	Rusch	10		
Oral and Nasal Airways	Robertazzi Nasopharyngeal Airway, 26 fr.	Rusch	10		
Oral and Nasal Airways	Robertazzi Nasopharyngeal Airway, 24 fr.	Rusch	10		
Oral and Nasal Airways	Robertazzi Nasopharyngeal Airway, 34 fr.	Rusch	10		

Category	Description	Brand	Annual Qty	Unit Qty	Price
Oral and Nasal Airways	Guedel Airway, 80mm Green	Hudson	20		
Oral and Nasal Airways	Guedel Airway, 70mm, White	Hudson	20		
Oxygen Masks and Cannulas (Disposable)	HUDSON O2 Mask, Non-Rebreather w/reservoir, Adult	Hudson	400		
Oxygen Masks and Cannulas (Disposable)	HUDSON Nasal Cannula, Non-flared, Adult	Hudson	100		
Patient Aids, Emesis Bags, Kleenex, Wipes	CLEAN SACK™ Emesis Bag	Medline	576		
Patient Aids, Emesis Bags, Kleenex, Wipes	Dispenser for CLEAN SACK™ Emesis Bag	Medline	3		
Pharmaceuticals, EMS	Glucagon, 1 mg, 1 ml EMERGENCY KIT VIAL	Dey	27		
Pharmaceuticals, EMS	Naloxone, 2 mg, 2 ml MIN-I-JET® SYRINGE	IMS	80		
Pharmaceuticals, EMS	NitroMist® Nitroglycerin Spray, 230 Metered Sprays	NitroMist	11		
Pharmaceuticals, EMS	Adenocard, 6 mg, 2 ml ANSYR™ Syringe	Abbott	30		
Pharmaceuticals, EMS	BD PosiFlush™ Pre-Filled Saline Syringe, 5 ml <b>(pack of 30)</b>	BD	62		
Pharmaceuticals, EMS	Dextrose, 25 gm, 50%, 50 ml LifeShield® Syringe	Abbott	100		
Pharmaceuticals, EMS	Ondansetron Oral Dissolving Tabs, 4 mg <b>(Pack of 30)</b>	Aurobindo	16		
Pharmaceuticals, EMS	Dextrose, 25 gm, 50%, 50 ml ANSYR™ II Needleless Syringe	Abbott	100		
Pharmaceuticals, EMS	Epinephrine, 1:10,000 1 mg, 10 ml LUER-JET™ SYRINGE	IMS	130		
Pharmaceuticals, EMS	Ondansetron, 4 mg, 2 ml iSecure Luer Lock Syringe	Hospira	270		
Pharmaceuticals, EMS	Atropine Sulfate, 1 mg, 10 ml LUER-JET™ Syringe	IMS	80		
Pharmaceuticals, EMS	Epinephrine, 1:10,000 1 mg, 10 ml LifeShield® Syringe	Abbott	70		
Pharmaceuticals, EMS	Epinephrine, 1:1000 1 ml AMPULE	Abbott	95		
Pharmaceuticals, EMS	Sodium Bicarbonate, 8.4%, 50 ml LifeShield® Syringe	Abbott	26		
Pharmaceuticals, EMS	Albuterol, 2.5 mg, 3 ml <b>(Box of 25 Vials)</b>	Nephron	20		
Pharmaceuticals, EMS	Diphenhydramine 50 mg, 1 ml VIAL	Westward	60		
Pharmaceuticals, EMS	Amiodarone, 150 mg, 3 ml VIAL	Westward	30		
Pharmaceuticals, EMS	Dopamine, 400 mg / D5W 250 ml Bag	Abbott	5		

Category	Description	Brand	Annual Qty	Unit Qty	Price
Pharmaceuticals, EMS	Amiodarone, 150 mg, 3 ml Brown VIAL	APP	10		
Prep Pads, Antiseptics etc.	Kendall WEBCOL™ Alcohol Prep Pad, 2 ply, Medium <b>(box of 200)</b>	Kendall	22		
Pulse Oximeters and Accessories	MASIMO® LNCS® Low Noise Cabled Sensor, SINGLE-USE, Pedi	Masimo	100		
Respirator Mask and Procedure Masks	3M™ 1860 Particulate Respirator N95 Masks, Regular	3M	120		
Restraints and Strap Systems	POSEY Limb Holder, Quick-Release with Foam Cuff	Posey	76		
Restraints and Strap Systems	FERNO Patient Restraint, 1 pc. 7 ft., Black	Ferno	1		
Ring Cutters and Window Punch	Economy Ring Cutter	Maco	1		
Sharps Containers	SharpSafety™ Transportable Sharps Container	Kendall	60		
Sharps Containers	BD™ Sharps Collector Sharps Container, 8.2 quart	BD	12		
Sharps Containers	Wall Bracket for SharpSafety™ 5 quart and 1/2 gallon	Kendall	2		
Sheets, Pillows and Pillow Cases	GRAHAM® SnugFit® PowerFit® Fitted Barrier Sheet	Graham	3,150		
Small Kits (First Aid, Snake, OB, etc)	Obstetrical Kit (OB Kit) with STANDARD scalpel	Life-Assist	14		
Small Kits (First Aid, Snake, OB, etc)	Infectious Control N95 Kit	Life-Assist	4		
Solutions for Irrigation	Baxter Sterile Water, 500 ml Bottle	Baxter	54		
Stethoscopes	ADSCOPE™ 615 PROFESSIONAL Stethoscope, Black	ADC	6		
Suction Supplies	SUCTION TUBING, Large Bore, 1/4", 6 ft.	Medline	50		
Suction Supplies	YANKAUER Suction Handle, Vented	Dynarex	50		
Suction Units (Manual)	Laerdal™ V-VAC™ Starter Kit	Laerdal	1		
Syringes, Needles and Blood Collection	BD SafetyGlide™ Needle, 22 ga x 1.5" <b>(Box of 50)</b>	BD	4		
Syringes, Needles and Blood Collection	BD SafetyGlide™ Needle, 25 ga x 1"	BD	150		
Syringes, Needles and Blood Collection	Syringe, LUER LOCK, 20 cc	Braun	100		
Syringes, Needles and Blood Collection	Syringe, LUER LOCK, 1cc	Braun	100		
Tape	TRANSPORE™ Transparent Tape, 1"	3M	48		
Tape	3M™ Universal Cloth Adhesive Tape, 1"	3M	24		
Thoracentesis and Cricothyrotomy Devices	Emergency Thoracentesis Kit with 14 ga. x 3.25" I.V. Cath	Life-Assist	5		



Category	Description	Brand	Annual Qty	Unit Qty	Price
Thoracentesis and Cricothyrotomy Devices	COOK Emergency Thoracentesis Kit, 6.0 cm length catheter	Cook	3		
Tongue Blades and Cotton Swabs	Tongue Blades, Sterile	Medline	100		
Trauma and Wound	CURITY Abdominal Pad, 8" x 10"	Kendall	216		
Trauma Boxes / Pelican Boxes	FLAMBEAU #2273 Trauma Box	Flambeau	1		
Vacuum Splints	Hartwell FASPLINT™ Semi-Disposable Vacuum Splint, Large	Hartwell	10		
Vacuum Splints	Hartwell FASPLINT™ Semi-Disposable Vacuum Splint, Medium	Hartwell	10		
Vacuum Splints	Hartwell FASPLINT™ Semi-Disposable Vacuum Splint, Small	Hartwell	5		

Firm \_\_\_\_\_ Terms \_\_\_\_\_  
 Address \_\_\_\_\_ FOB Point \_\_\_\_\_  
 Telephone \_\_\_\_\_ Delivery \_\_\_\_\_ days after receipt of order  
 Fax \_\_\_\_\_ Signed \_\_\_\_\_

**CITY OF WEST COVINA  
PROFESSIONAL SERVICES AGREEMENT  
WITH**

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THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”), by and between the CITY OF WEST COVINA, a municipal corporation (“City”), and \_\_\_\_\_, a [state] [type of corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to City, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0. SERVICES PROVIDED BY CONSULTANT**

1.1. Scope of Services. Consultant shall provide the professional services described in the Scope of Services attached hereto as Exhibit “A,” incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant’s performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occurring by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or intellectual disability, medical condition, pregnancy, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.8 Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City,

prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of \_\_\_\_\_ months, ending on \_\_\_\_\_, 20\_\_\_\_, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City

suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Consultant, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

## **5.0. INSURANCE**

5.1. Minimum Scope and Limits of Insurance. 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 form #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.

5.2. Endorsements. 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.

5.3. Deductible or Self Insured Retention. 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.

5.4. Certificates of Insurance. 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.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of \_\_\_\_\_, who shall coordinate

directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

IF TO CITY:

City of West Covina  
1444 West Garvey Ave. South  
West Covina, CA 91790  
Tel: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_  
Attn: \_\_\_\_\_

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as



its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090.

6.15. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25 Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,  
A municipal corporation

\_\_\_\_\_  
[Mayor or City Manager]

Date: \_\_\_\_\_

CONSULTANT

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

ATTEST:

\_\_\_\_\_  
Assistant City Clerk of the  
City of West Covina

APPROVED AS TO FORM:

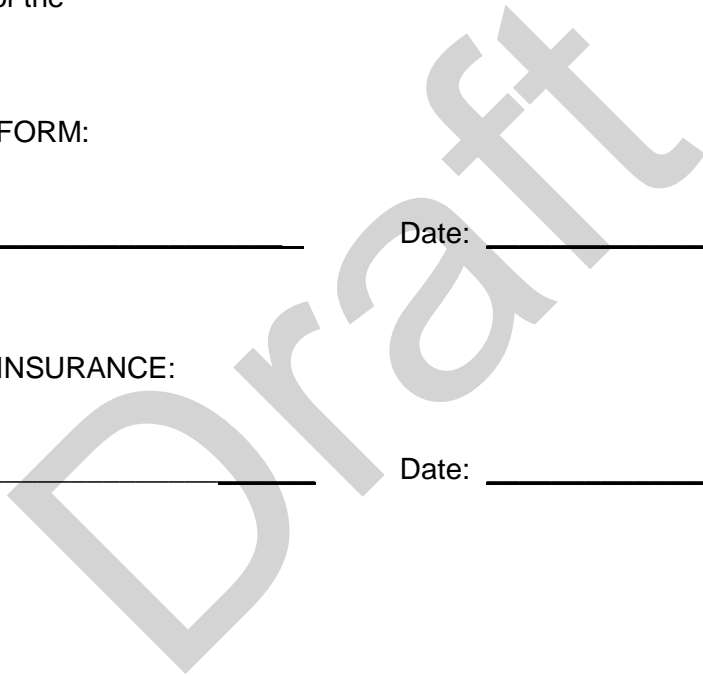
\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES**

Draft

**EXHIBIT B**  
**FEE SCHEDULE**

Draft

**EXHIBIT C**  
**PROJECT SCHEDULE**

Draft