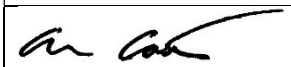
Equipping Police vehicles	Approved by: A. Cortina	RFP No. 2027-05
		Effective Date 10/26/2026

1. GENERAL

The City of West Covina (City) Police Department is seeking proposals from qualified bidders to promptly and efficiently equip police vehicles with emergency equipment. This includes the purchase and installation of the police vehicle-mounted equipment.

The City intends to establish a 5 (five) year contract to effectively meet the vehicle equipping needs of the West Covina Police Department. During the term of this contract, the exact mix of police vehicles and equipping options may vary from year to year.

Currently, the City of West Covina Police Department has ten (10) new vehicles in need of police equipment, as follows: Two (2) Ford F150 vehicles, and Eight (8) Dodge Durango vehicles. Six (6) of the Dodge Durango vehicles are to be equipped as "single cell" police vehicles, while 1 will be specially equipped as a K9 vehicle, and the other will be equipped as a "full cell" vehicle. Detailed specifications of the equipment needed for all of the vehicles is listed below in the Scope of Services (Attachment E) section. Bidders must submit their cost proposals per the requirements of Attachment D.

2. RFP SCHEDULE

- RFP release: 10/26/2026
- Questions due: 11/3/2026, 3:00PM
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: 11/5/2026
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: 11/10/2026, 3:00PM
- Selection of proposer (tentative date): 12/16/2026
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Registration
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

Proposals must be submitted no later than **3:00 PM** on **November 10, 2026.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of 5 years.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

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

9. ORAL PRESENTATIONS/INTERVIEWS

An oral presentation by/interview with the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation/interview would be twofold: first, to allow the proposer to demonstrate capabilities of the company 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.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

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

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or

postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	**Maximum Points**
Completeness of Proposal	30
Relevant Experience and Qualifications of Proposer	20
Capacity to Perform	20
Proposed Cost	30
TOTAL	**100**

If the City elects to conduct oral presentations/interviews as provided for in Section 9 of this RFP, proposers whose proposals receive the 3 highest scores during the initial evaluation phase will be invited to participate in an interview. Additional points may be added to each proposer's score based on the proposer's demonstrated understanding of the City's needs and evidenced ability to provide the services.

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION, SAM.GOV REGISTRATION

Because federal funds will be used to pay for the equipping of police vehicles, proposers must submit proof of their active registration at Sam.gov—the General Services Administration System for Award Management. An active Sam.gov registration also acts to confirm that the propers and the company's principals are not debarred, suspended, or otherwise ineligible through the General Services Administration System for Award Management.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H).

12. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS:

Pursuant to California Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless registered and qualified pursuant to California Labor Code section 1725.5.

13. PREVAILING WAGES

The services to be provided pursuant to this RFP are subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all workers employed to provide services pursuant to the agreement awarded following this RFP shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with the Public Works Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases.

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

ATTACHMENT C

SAM.GOV REGISTRATION

- Please attach full Sam.gov entity record, showing company name, unique ID #, active registration status, expiration date, address, etc.

ATTACHMENT D

FEE SCHEDULE

THE CITY OF WEST COVINA
PURCHASING DIVISION
PHONE (626) 939-8705

REQUEST FOR PROPOSAL

(this is not an order)

INSTRUCTIONS TO BIDDERS:	
• 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. • 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. • Deviations from these specifications should be clearly indicated on your proposal.	Bidder:

			Unit Price	Extension
6	ea	Equipment for Dodge Durango police vehicles, single cell, per specifications as listed in RFP—taxable portion	_____	_____
6	ea	Labor for above—do not tax	_____	_____
1	ea	Equipment for Dodge Durango police vehicle, full cell, per specifications as listed in RFP	_____	_____
1	ea	Labor for above—do not tax	_____	_____
1	ea	Equipment for Dodge Durango police vehicle, K9, per specifications as listed in RFP	_____	_____
1	ea	Labor for above—do not tax	_____	_____
2	ea	Equipment for Ford F150 police vehicles, per specifications as listed in RFP	_____	_____
2	ea	Labor for above—do not tax	_____	_____
		Sub Total		_____
		Tax on taxable items		_____
		Other Fees (if any) _____ (describe fees here)		_____
		GRAND TOTAL		**$_____**

Firm	_____	Terms	_____
Address	_____	FOB Point	_____
Telephone	_____	Delivery	_____ days after receipt of order
Fax or email	_____	Signed	_____

ATTACHMENT E

SCOPE OF SERVICES

ATTACHMENT E (Part 1 of 4)

For West Covina Police Department
Single Cell 2026 Dodge Durango Equipment & Installation, etc.
Quantity: 6 vehicles

Front End	
Description	
Part: SINGLE COLOR, 6-LED RED	1
Part: SINGLE COLOR,6-LED,BLUE	1
Part: TRI-COLOR, 36-LED, RED/BLUE/WHITE - SIDE OF PUSH BUMPER	2
Part: FEDERAL SIGNAL RUMBLER COMPACT- LOW FREQUENCY SPEAKERS	1
Part: FEDERAL SIGNAL CORNER LED TRI-COLOR INLINE FLASHER RED/WHITE	2
Part: WESTIN PUSH BUMPER ELITE	1
Part: WESTIN PIT BAR ELITE	1
Part: SPKR,EMERG,100W	1
Part: KIT, ES100 UNIVERSAL BAIL	1
Part: RBC2-DUR23ND	1

Mirror Lights	
Description	
Part: MPSW9-RBW	2
Part: MPSMW9-DUR21MIRS	2

Roof	
Description	QTY
Part: 3/4 BRASS MT 17'58U NO CONN	2
Part: 118-970 FIELD TUNABLE 1/4 WAVE	1
Part: 1/4 WAVE ANTENNA ONLY	1

Rear Exterior	
Description	QTY
Part: 416918-RBW	2
Part: FEDERAL SIGNAL MICROPULSE ULTRA 6 DUAL COLOR RED/WHITE	1
Part: FEDERAL SIGNAL COMMANDER 3 COMPARTMENT LIGHT RED/ WHITE	1
Part: FEDERAL SIGNAL MICROPULSE ULTRA 6 DUAL COLOR BLUE/ WHITE	1
Part: TRI COLOR,18-LED,RED/BLUE/AMB	6
Part: MPSM6 22 DURANGO SPOILER	1
Part: DODGE DURANGO DYNAFLARE BRKT	2
Part: RUNNING BOARD LIGHT,5FT	2

Interior Front	
Description	
Part: Federal Signal Pathfinder 400S17B	1
Part: MAGNETIC MIC	1
Part: COMMANDER 3 MOUNT	1
Part: FEDERAL SIGNAL SPECTRALUX VISOR LIGHT	1
Part: TROY PRODUCTS FRONT PARTITION	1
Part: DRIVER AND PASSENGER DOOR COVERS	1
Part: TROY PRODUCTS 14" PRINTER CONSOLE 4" SPACE 10" LEVEL OF FACE PLATE SPACE	1
Part: TROY PRODUCTS CONSOLE SIDE MOUNT COMPUTER MOUNT WITH ROTATING AND EXTENDABLE SLIDE ARM AND STANDARD LAPTOP TRAY	1
Part: DUAL CUP HOLDER	1
Part: ARMREST	1
Part: 3" XTL2500/5000	1
Part: 4" PLATINUM/PATHFINDER PF200/400 SER	1
Part: Dodge Durango Single Cell Kit with Driver Side Fire Extinguisher Rear Partition	1
Part: Dual KIT-WRS 1082-E-AR & 4130-E, Electronic, 8-second delay, Two 18" X 3" T-channels (25019), Cold-Wire (29004), Upper Bracket (27600), Lower bracket (27610), Buttstock Boot (27620), with 4 MA209 keys	1

Ballistic Door Panels	
Description	QTY
Part: Angel Armor IIIA Driver Front Panel	1
Part: Angel Armor IIIA Passenger Front Panel	1

Interior Rear	
Description	QTY
Part: MPS61U-R	1
Part: SINGLE COLOR,6-LED,BLUE	1
Part: FEDERAL SIGNAL COMMANDER 3 COMPARTMENT LIGHT RED/ WHITE	1
Part: COMMANDER 3 MOUNT	1
Part: CARGO PARTITION	1
Part: SIDE WINDOWS	1
Part: CARGO STORAGE	1
Part: Dual KIT-WRS 1082-E-AR & 1088-E, Electronic, 8-second delay, Dual 18" X 9" T-Channel (25029), Cold-Wire (29004), with 4 MA209 keys	1

Electronics	
Description	QTY
Part: ON-SCENE SYNC, GPS AMBIENTB	1
Part: PATHFINDER 24 CHANNEL EXPANSION	2
Part: DUAL-USB-C-HARNESS	1
Part: SPEAKER & HORN HARNESS	1
Part: FRONT & REAR LIGHTING HARNESS	1
Part: POWER CABLE FOR EXPMOD24	2
Part: SOLENOID TIMER 120A	1
Part: 6 CIRCUIT BLADE FUSE BLOCK WITH COVER AND NEGATIVE BUS	1
Part: 12 CIRCUIT FUSE BLOCK WITH COVER AND NEGATIVE BUS BULK	1
Part: MOUNT CIRCUIT BRAKER 150 AMPS	1
Part: OBD CABLE	1
Part: Tail Light Flasher	1

Installation
Labor for the above to include: all stripping, wiring, installation, fabrication, overhead, freight, and any other cost that may occur subject to the above quoted items. All wiring to be hidden and free of danger: under the flooring, above the headliner, in the pillars or otherwise out of view. All wiring exposed will be wrapped in heat-shrink tubing or split auto-loom as to not expose wiring to edges and spillage. Wiring will be cut to length, with only the appropriate amount remaining to facilitate the electronics tray. Wiring will not be spliced for any reason with the exception of coupling to the manufactures cabling. All wiring to be coupled to the battery through a minimum 150-Amp reset-able breaker. All wiring, fuses, connectors, and electrical safety components to be new. - Not reconditioned or used. Newer versions of emergency lighting components and radio components may be reinstalled at the direction of Fleet Services personnel. Also to be included: All wiring, mounting, and covers to facilitate the MDC system, radios, and scanner, including any antennas, keyboards, monitors, and switches, to enable the vehicle to be "turn-key" ready to go in the field upon delivery to the department.
Description
Labor: Installation of all listed emergency equipment to department standards
Part: Shop Supplies (if needed)

Shipping
Description
Fee: Shipping

Labor .....
Parts .....
Subtotal .....
Shop Supplies .....
EPA .....
Fees .....
Tax .....

Grand Total .....

TOTAL (for 6 vehicles):

ATTACHMENT E (Part 2 of 4)

For West Covina Police Department
K9 2026 Dodge Durango Equipment & Installation, etc.
Quantity: 1

Front End Exterior	
-Westin Wrap around bumper ** Lights on top bar push bumper -Speaker -Side mirror lights on mirrors	
Description	QTY
Part: MPS61U-R	1
Part: SINGLE COLOR,6-LED,BLUE	1
Part: MPS123U-RBW	2
Part: RBKIT2-COMPACT KIT	1
Part: RBC2-DUR23ND	1
Part: 416918-RBW	1
Part: Westin Push Bumper Elite	1
Part: Westin Pit Bar Elite	1
Part: PATHFINDER 24 CHANNEL EXPANSION	1
Part: MPSW9-RBW	2
Part: MPSMW9-DUR21MIRS	2
Part: SPKR,EMERG,100W	1
Part: KIT, ES100 UNIVERSAL BAIL	1

Rear End Exterior	
-Rear top spoiler lights --Rear lights bottom of hatch opening	
Description	QTY
Part: 416918-RBW	2
Part: MPS62U-RW	1
Part: MPS62U-BW	1
Part: TRI COLOR,18-LED,RED/BLUE/AMB	6
Part: MPSM6 22 DURANGO SPOILER	1
Part: DODGE DURANGO DYNAFLARE BRKT	2

Part: RUNNING BOARD LIGHT,5FT	1

K9 Transport	
-K9 Full Transport	
Description	QTY
Part: Standard K9 Transport System for 2011-2026 Durango - Black	1
Part: K9 Transport Heat Alarm Unit Option	1
Part: Remote Pager Kit with 27Mhz Antenna System for use with K9 Heat Alarm® Pro & Hot-N-Pop® Pro Series Units sold after 2014	1
Part: K9 Transport Fan Option for Heat Alarm Hot-N-Pop Unit	1

Front Interior	
Description	QTY
Part: PF400S17B	1
Part: MAGNETIC MIC	1
Part: Federal Signal Spectralux Visor	1
Part: TROY PRODUCTS 14" PRINTER CONSOLE 4" SPACE 10" LEVEL OF FACE PLATE SPACE	1
Part: TROY PRODUCTS CONSOLE SIDE MOUNT COMPUTER MOUNT WITH ROTATING AND EXTENDABLE SLIDE ARM AND STANDARD LAPTOP TRAY	1
Part: Dual Cup Holder	1
Part: ARMREST	1
Part: 3" XTL2500/5000	1
Part: 4" Platinum/Pathfinder	1
Part: Gun Rack - Single Weapon, Partition Mounted, Horizontal	1

Ballistic Door Panels	
Description	QTY
Part: Angel Armor IIIA Driver Front	1
Part: Angel Armor IIIA Passenger Front	1

Rear Cargo Interior	
Description	QTY
Part: AC-21DUR-TRAY	1
Part: Dodge Durango Lift Up Cargo Mount	1
Part: Gun Rack - Single Weapon, Trunk Mounted	1

Electronics	
Description	QTY
Part: SPEAKER & HORN HARNESS	1
Part: FRONT & REAR LIGHTING HARNESS	1
Part: POWER CABLE FOR EXPMOD24	1
Part: Solenoid Timer 120A	1
Part: 12 Circuit Fuse Block With Cover and Negative Bus Bulk	1
Part: Mount Circuit Braker 150 AMPS	1
Part: OBD Cable	1
Part: Federal Signal Rear Expansion Module	1

Installation Time
Description
Labor: Installation

Labor .....
Parts .....
Subtotal.....
Shop Supplies.....
EPA.....
Tax .....
Grand Total.....

TOTAL:

ATTACHMENT E (Part 3 of 4)

For West Covina Police Department
Full Cell 2026 Dodge Durango Equipment & Installation, etc.
Quantity: 1

Front End	
Description	QTY
Part: SINGLE COLOR, 6-LED RED	1
Part: SINGLE COLOR,6-LED,BLUE	1
Part: TRI-COLOR, 36-LED, RED/BLUE/WHITE - SIDE OF PUSH BUMPER	2
Part: FEDERAL SIGNAL CORNER LED TRI-COLOR INLINE FLASHER RED/WHITE	2
Part: WESTIN PUSH BUMPER ELITE	1
Part: WESTIN PIT BAR ELITE	1
Part: FEDERAL SIGNAL DYNAMAX 100-WATT SPEAKER	2
Part: FEDERAL SIGNAL SPEAKER BRACKET	2

Mirror Lights	
Description	QTY
Part: MPSW9-RBW	2
Part: MPSMW9-DUR21MIRS	2

Roof	
Description	QTY
Part: 3/4 BRASS MT 17'58U NO CONN	2
Part: 118-970 FIELD TUNABLE 1/4 WAVE	1
Part: 1/4 WAVE ANTENNA ONLY	1

Rear Exterior	
Description	QTY
Part: 416918-RBW	2
Part: FEDERAL SIGNAL MICROPULSE ULTRA 6 DUAL COLOR RED/ WHITE	1
Part: FEDERAL SIGNAL MICROPULSE ULTRA 6 DUAL COLOR BLUE/ WHITE	1

Rear Exterior	
Part: TRI COLOR,18-LED,RED/BLUE/AMB	6
Part: MPSM6 22 DURANGO SPOILER	1
Part: DODGE DURANGO DYNAFLARE BRKT	2
Part: RUNNING BOARD LIGHT,5FT	2

Interior Front	
Description	QTY
Part: Federal Signal Pathfinder 400S17B	1
Part: MAGNETIC MIC	1
Part: FEDERAL SIGNAL SPECTRALUX VISOR LIGHT	1
Part: TROY PRODUCTS FRONT PARTITION	1
Part: TROY PRODUCTS DRIVER AND PASSENGER DOOR COVERS	1
Part: TROY PRODUCTS 14" PRINTER CONSOLE 4" SPACE 10" LEVEL OF FACE PLATE SPACE	1
Part: TROY PRODUCTS CONSOLE SIDE MOUNT COMPUTER MOUNT WITH ROTATING AND EXTENDABLE SLIDE ARM AND STANDARD LAPTOP TRAY	1
Part: DUAL CUP HOLDER	1
Part: ARMREST	1
Part: 3" XTL2500/5000	1
Part: 4" PLATINUM/PATHFINDER PF200/400 SER	1
Part: Dual KIT-WRS 1082-E-AR & 4130-E, Electronic, 8-second delay, Two 18" X 3" T-channels (25019), Cold-Wire (29004), Upper Bracket (27600), Lower bracket (27610), Buttstock Boot (27620), with 4 MA209 keys	1

Interior Rear	
Description	QTY
Part: MPS61U-R	1
Part: SINGLE COLOR,6-LED,BLUE	1
Part: CARGO PARTITION	1
Part: SIDE WINDOWS	1
Part: CARGO STORAGE	1
Part: Dual KIT-WRS 1082-E-AR & 1088-E, Electronic, 8-second delay, Dual 18" X 9" T-Channel (25029), Cold-Wire (29004), with 4 MA209 keys	1
Part: Dodge Durango Plastic Seat Kit with Square-Hole Punch Rear Partition	1
Part: Dodge Durango Lift-up Cargo Mount	1
Part: Dodge Durango Electronics Tray	1
Part: Gas shocks for cargo mount	1

Electronics	
Description	QTY
Part: ON-SCENE SYNC, GPS AMBIENTB	1
Part: PATHFINDER 24 CHANNEL EXPANSION	2
Part: SPEAKER & HORN HARNESS	1
Part: FRONT & REAR LIGHTING HARNESS	1
Part: POWER CABLE FOR EXPMOD24	2
Part: SOLENOID TIMER 120A	1
Part: 6 CIRCUIT BLADE FUSE BLOCK WITH COVER AND NEGATIVE BUS	1
Part: 12 CIRCUIT FUSE BLOCK WITH COVER AND NEGATIVE BUS BULK	1
Part: MOUNT CIRCUIT BRAKER 150 AMPS	1
Part: OBD CABLE	1
Part: Tail Light Flasher	1
Part: EXPANSION MODULE 2	1

Ballistic Door Panels	
Description	QTY
Part: Angel Armor IIIA Driver Front	1
Part: Angel Armor IIIA Passenger Front	1

Installation
Labor for the above to include: all stripping, wiring, installation, fabrication, overhead, freight, and any other cost that may occur subject to the above quoted items. All wiring to be hidden and free of danger: under the flooring, above the headliner, in the pillars of otherwise out of view. All wiring exposed will be wrapped in heat-shrink tubing or split auto-loom as to not expose wiring to edges and spillage. Wiring will be cut to length, with only the appropriate amount remaining to facilitate the electronics tray. Wiring will not be spliced for any reason with the exception of coupling to the manufactures cabling. All wiring to be coupled to the battery through a minimum 150-Amp reset-able breaker. All wiring, fuses, connectors, and electrical safety components to be new. - Not reconditioned or used. Newer versions of emergency lighting components and radio components may be reinstalled at the direction of Fleet Services personnel. Also to be included: All wiring, mounting, and covers to facilitate the MDC system, radios, and scanner, including any antennas, keyboards, monitors, and switches, to enable the vehicle to be "turn-key" ready to go in the field upon delivery to the department.

Installation	
Description	
Labor: Installation of all listed emergency equipment to department standards	
Part: Shop Supplies (if needed)	

Shipping	
Description	
Fee: Shipping	

Labor	
Parts	
Subtotal	
Shop Supplies	
EPA	
Fees	
Tax	
Grand Total	
TOTAL:	

ATTACHMENT E (Part 4 of 4)

For West Covina Police Department
2025 Ford F-150 Equipment & Installation, etc.
Quantity: 2 vehicles

Front Exterior Lighting / Equipment	
Installation: * Lighted Push Bumper - Two RBW on top cross bar - One RBW on each side - C/S Floodlight Bar mounted to top of top cross bar * 416300 Flush Mount lights in push bumper near flood light pockets - One Each side * Dual Sirens mounted on lower Cross bar of PB	
Description	QTY
1 PB450L4 With FEDERAL SIGNAL MICROPULSE TRI-COLOR 18-LED *Part #: BK0802FDT21F150* *Setina*	1
2 PB9A Fender Wraps Aluminum PB400/450 *Part #: FK0402FDT21F150* *Setina*	1
3 FS- Speaker - DynaMax - ES100C	2
4 KIT,ES100 UNIVERSAL BAIL *Part #: ESB-U* *QBO CHECKED - 604586769186*	2
5 FLSH MNT LIGHTHEAD,RED/BLU/WHT *Part #: 416309-RBW* *Federal Signal*	2

Front Interior Lighting

Installation:

* F150 ILS in Front Visor

Description	QTY
1 SIFMJS,STOCKED *Part #: SIFMJS-FD15-P3* *604586829743*	1

Front Ballistic Door Panels

Description	QTY
1 Angel Armor IIIA DS	1
2 Angel Armor IIIA PS	1

Side Lighting

Installation:

* MPS6 Flush Mount on Mirrors
  - Forward Facing
  - RBW

* MPS6 on L Bracket in Rear Door Windows
  - Side Facing
  - RB

* Running Board Lights
- RB

Description	QTY
1 TRI COLOR,18-LED,RED/BLUE/WHIT *Part #: MPS63U-RBW* *QBO checked*	4
2 KIT,L-BRKT,SINGLE HD,MS6 *Part #: MPSM6-LB* *QBO CHECKED - 604586774746*	2
3 Code-3 Running Board Lights	2

Rear Lighting	
Installation: * 6 - MPS6 - RBA mounted flush across top rear of truck cap - RB Flash - Amber TA * Taillight Flasher * Code-3 Running Board Light - Used as RB light between Tailgate/Rear Bumper	
Description	QTY
1 TRI COLOR,18-LED,RED/BLUE/AMB *Part #: MPS63U-RBA* *QBO CHECKED - 604586828883*	6
2 Select-A-Pattern Headlight Flasher, Solid State, 12v Isolation Model (for systems requiring	1

Rear Lighting	
electrical isolation) *Part #: ETHFSS-SP-ISO*	
3 Code 3 Running Board Light	1

Console
Installation: * Troy Console for F150 - Inc 16" Acc Space - Dedicated Printer location - Cup Holder - Arm Rest - FACEPLATES TBD********** * Santa Cruz Gunlocks - Dual Universal XL Locks - Timer wired to controller * FS PF200 21BTN controller * Computer Mount (Docking Station needed) * CS Radio - Speaker mounted in headliner

Description	QTY
1 2021-22 Ford F150 16" Printer console; open storage along passenger side; 7" slope, 9" level *Part #: CC-21F1-0709OS-PRTR*	1
2 ADJUSTABLE GUNLOCK TIMER *Part #: SC-7009-A*	1
3 UNIVERSAL RAIL DUAL GUN RACK WITH TWO SC-6 XL LOCKS	1
4 4" internal dual beverage holder. Includes rubber fingers to keep cup stabilized. *Part #: AC-INBHG*	1
5 Console mounted height adjustable arm rest w/ 5x8 pad. *Part #: AC-TB-ARMMNT-58*	1
6 PATHFINDER,100/200W,21BTN *Part #: PF200S21* *Federal Signal*	1
7 3" RND. SURF.MNT.LIGHT,RED/WHT *Part #: COM3SRWC* *604586792511*	1

Console	
8 Console side ht. adj. mount w/slide arm for docking station *Part #: CM-SDMT-SL-LED*	1
9 Docking Station For Getac B360 and B360 Pro Laptops	1

Prisoner Compartment	
Installation: * Rear Partition * Single Cell System - Fabricate Middle Shelf to allow room for Dual Gun Lock behind driver. * Compartment Lights - One over head in Single Cell (Wired to PF200) - One over rear storage compartment (Wired to 3 way toggle switch) (Red / Off / White) * Santa Cruz Free Standing Gun Locks - Twin XL Universal - Hidden Switch in rear compartment (Location TBD)	
Description	QTY
1 #10VS RP Horizontal Sliding Window Coated Polycarbonate Recessed Panel Partition *Part #: PK0355FDT15F150* *Setina*	1
2 3" RND. SURF.MNT.LIGHT,RED/WHT *Part #: COM3SRWC* *604586792511*	2
3 Rocker Switch 3 Pins 3 Positions On/Off/On Black *Part #: KCD1-5-103*	1
4 FREE STANDING DUAL UNIVERSAL GUN RACK	1
5 ADJUSTABLE GUNLOCK TIMER *Part #: SC-7009-A*	1
6 Single Prisoner Transport Partition #6VS Stationary Window Coated Polycarbonate *ONLY COMPATIBLE WITH: -Partial Stock Seat -SPT Seat *FOR USE WITHOUT: -Driver's Side Rear Seat	1

Decked Drawer System

Description	QTY
1 Decked Dual Drawer System	1

Electronics

Installation:

* FedSig Harness
- w/ x2 Power for ExpMod

* Exp Modules - x2

Description	QTY
1 PIU Wire Harness	1
2 Pathfinder Expansion Module, 36" EXPMOD24 Power, (6) 10 Amp Mini Fuses with 1/4" Ring at Battery	1
3 PATHFINDER 24-CHANNEL EXPANSIO *Part #: EXPMOD24* *QBO checked - 604586825547*	2

A.R.E. DCU Max

Installation:

* DCU Max - Aluminum Commercial Cap
  - Paint Matched
  - Solid Doors

* 36" Flexible Compartment lights
  - Mounted to ceiling of shell
  - Toggle Switch at rear

Description	QTY
1 DCU Max for F150	1
2 FLEXIBLE LIGHT STRIP 36" *Part #: COMFLEX-36* *604586793242*	2
3 Rocker Switch *Part #: 82-2130*	1

Labor	
Description	
1	Total Labor
2	Shipping

Labor .....
Parts .....
Subtotal .....

Shop Supplies .....

EPA .....
Fees .....
Tax .....
Grand Total .....

TOTAL (for 2 vehicles):

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMENT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND
_____
FOR
_____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____ a [(state) (entity information)] ("Consultant").

RECITALS

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

B. 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. 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. 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:

SAMPLE

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" and incorporated herein.

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. Consultant shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of 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, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California Government Code.

SAMPLE

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 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, 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

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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) for the current 8 vehicles. Amounts in future years will vary.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in 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 Scope of Services, an additional fee based upon Consultant's standard hourly rates shall be paid to Consultant 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 from the Effective Date until three (3) years after the termination or expiration of this Agreement.

SAMPLE

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, 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 Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and Consultant. 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. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written

amendment to this Agreement.**]**

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 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 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 Consultant, if the latter should:

SAMPLE

(a) Be adjudged 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 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.

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

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:

(a) General liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease.

(d) Garage keeper's legal liability insurance of at least One Million Dollars ($1,000,000.00) per occurrence.

5.2. Additional Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Finance Director prior to the date of commencement of services. Current certification of insurance shall be kept on file with City for the term of this Agreement and for three (3) years after the expiration or termination of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the term of the Agreement, and for three (3) years after the termination or expiration of this Agreement, insurance against claims to persons or damages to property, or financial loss which may arise from or in connection with this Agreement.

(c) Additional insured status. Consultant's general liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that the City of West Covina and its elected and appointed boards, officers, officials, agents, employees, representatives, and volunteers shall be additional insureds under such policies. The endorsement shall be at least as broad as ISO Form CG 20 10 (ongoing operations) and ISO Form CG 20 37 (completed operations).

SAMPLE

(d) Primary/non-contributing. Coverage provided by Consultant shall be primary, and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance policies shall include or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected and appointed officers, agents, officials, employees, representatives, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its vendors.

(f) Notice of cancellation. Consultant shall oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of Consultant's insurers are unwilling to provide such notice, then Consultant shall notify the City immediately in the event of Consultant's failure to renew any of the required insurance coverages or insurer's cancellation or non-renewal.

SAMPLE

(g) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City.

(h) Enforcement of agreement provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement imposes no additional obligations on City nor does it waive any rights hereunder.

(i) Requirements not limiting. Requirements of specific coverage features, or limits contained in this section, are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If Consultant maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

(j) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(k) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from this Agreement, and that involve, or may involve, coverage under any of the required liability policies.

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. The City may require Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

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

SAMPLE

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 in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or by U.S. mail, with postage properly prepaid and addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; and (b) on the earlier of the date actually received or on the third day after the postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
_____ _____ _____ Tel: _____ Attn:	City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790 Tel: _____ Attn:

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, 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.

SAMPLE

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, with counsel of City's choosing, 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 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 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 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 Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, 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 agents 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 related items as requested by City or its authorized representative, at no additional

SAMPLE

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. Electronic Safeguards. Consultant shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Consultant shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Consultant hereby acknowledges that pursuant to California Government Code Section 87300 and the Conflict of Interest Code adopted by City, 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 advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. 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 of 1974 (California Government Code Section 81000, *et seq*.) and California Government Code Sections 1090-1092. Consultant covenants that none of Consultant's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be used by Consultant as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

SAMPLE

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

6.17. 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.

6.18. 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.

6.19. 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.

6.20. 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.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

6.23. 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.

SAMPLE

6.24. 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.

6.25. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.26. 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.

6.27. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____ Date: _____
Signature

_____
Name and Title

SAMPLE

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Karen Ogawa
Finance Director

PAGE BLANK ON PURPOSE

SAMPLE