



City of Inglewood

ONE MANCHESTER BLVD/P.O. BOX 6500/INGLEWOOD, CA 90301

Telephone (310) 412-5266 /fax (310) 330-5766

www.cityofinglewood.org

SHORT FORM CONTRACT TERMS AND CONDITIONS

PAYMENT TERMS

Standard payment shall be made by City check.

SALES TAX

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your bid/price quote the City of Inglewood tax rate of 10%. If a bidder fails to include the City's tax rate in their bid, the City will add the 10% figure to the bid for evaluation purposes.

INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

INSURANCE REQUIREMENTS

The vendor shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in California or a nonadmitted insurer on California's List of Eligible Surplus Lines Insurers (LESLI) and having a rating of or equivalent to A:VIII by A.M. Best Company:

- a. Commercial General Liability
Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than \$1,500,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability, and cross liability protection. The "City of Inglewood, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 of CG 20 26 1185.

- b. Automobile Liability
 Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 06 92) in an amount not less than \$1,500,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto).
 If an automobile is not used in connection with the services provided by the vendor, the vendor should provide a written request for a waiver of this requirement.
- c. Professional Liability or Errors and Omissions
 Depending on the work or services to be performed, professional liability or errors and omissions liability insurance may be required. The City will require the vendor to provide professional liability or errors and omissions liability insurance in an amount not less than \$1,500,000 per claim
- d. Workers' Compensation and Employer's Liability
 Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident.

REQUIRED INSURANCE DOCUMENTATION

- a. Certificate of Insurance
 The Certificate Holder must be the "City of Inglewood".
- b. Endorsements
 In addition to the Certificate of Insurance, the vendor must provide the following endorsements:
 - 1) **Additional insured endorsements to the general liability and auto liability*** insurance policies. The "City of Inglewood, its officials, employees and agents" must be endorsed to the contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.
 - 2) **Cancellation notice endorsements.** Each policy must be endorsed to provide that the policy shall not be cancelled or nonrenewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).
 - 3) **Primary and noncontributory coverage endorsements.** The general liability and (if required) professional liability policies must be endorsed to provide that each policy shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

WAIVER OR MODIFICATION OF THE INSURANCE REQUIREMENTS

Any waiver or modification of the insurance requirements can only be made by the City Attorney's Office. All waiver or modification requests are reviewed on a case-by-case basis.

*Depending on the scope of services

INDEMNIFICATION

Vendor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which consultant has agreed to indemnify Indemnities as provided above, vendor, upon notice from City, shall defend Indemnities at vendor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld.

NON-DISCRIMINATION

Labor Code 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons at the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every vendor for the **City** of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

EXECUTION OF AGREEMENT

A bidder to whom award is made shall furnish all goods all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made.

A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

TERMINATION OF AGREEMENT

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:

- A. Defective materials not remedied in accordance with provisions of specifications;
- B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount so withheld.

ACCEPTANCE OF ORDER

This Order is the City's offer to Seller. Seller's acceptance shall be strictly limited to the terms of this Order and the City hereby objects to any additional or different terms in Seller's acceptance. By executing and returning to the City the Acceptance or Acknowledgment copy of this Order, or by beginning performance, Seller accepts this order as written.

CONFLICT OF INTEREST

Seller warrants to the best of its knowledge that the submission of any offer related to this order does not constitute a conflict of interest in terms of negotiating for or having an arrangement with any City employee or elected or appointed member of City government, including any member of the employee's immediate family who may have participated directly or indirectly in Purchasing Manager. For intentional breach or violation of this warranty, the City shall have the right, at its discretion, to annul this agreement without liability, and Seller may be subject to damages and/or debarment or suspension.

PRICE WARRANTY

Seller warrants that the price of the ordered products does not exceed the price charged by Seller to any other customer purchasing the same products in like or smaller quantities, and under similar conditions of purchase.

CHOICE OF LAW/VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

VENDOR ACKNOWLEDGMENT OF CITY OF INGLEWOOD TERMS AND CONDITIONS:

Authorized vendor representative: _____

Date: _____