

**CITY OF NORWALK
STANDARD TERMS AND CONDITIONS FOR PURCHASES
OF GOODS AND SERVICES**

1. GENERAL. The terms of this Agreement are not changed by any words added by Vendor, nor superseded because of any form used by Vendor in the course of business. Acceptance by the City of Goods or Services is not an acceptance of Vendor's other terms.
2. DEFINITIONS. As used herein, "City" means the City of Norwalk and its representative who is authorized to issue this Agreement ("Agreement"). The term "Vendor" means the seller or contractor who agrees to furnish all goods and services subject to the terms and conditions of this Agreement, and includes its employees, representatives, subcontractors, and agents.
3. PURCHASE. Upon acceptance of a bid or quote the City will purchase goods, materials, equipment ("Goods") and/or services ("Services") as described herein for prices set forth in the Purchase Order or quote and in accordance with all specifications (collectively, the "Goods or Services"). There shall be no substitution of Goods or Services, without the prior written authorization of the City.
4. TERMS OF BID. All terms of any bid shall be incorporated herein as if expressly set forth in this Agreement except to the extent that such provisions conflict with or contravene any provision herein. In the event of such conflict, the terms of this Agreement shall govern.
5. AWARD. All bids shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by the Vendor. The City may make a combined award of all items complete to one bidder or may award separate items or groups of items to various bidders. Bidders may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to them. The right is reserved to reject any, or all, bids and to waive any informality in bids.
6. SPECIFICATIONS. The detailed requirements of any applicable specifications shall supersede any general reference made within this Agreement. Specific brand names, manufacturers, and model numbers referenced shall be provided unless prior explicit approval has been obtained from the City.
7. CHANGES. The City has the right, by written notice, to change the quantity or specifications of the Goods or Services ordered and the terms of the shipment or packaging of Goods. Upon receipt of notice, Vendor shall proceed promptly to make changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or time required for completion, an equitable adjustment must be negotiated promptly, and the Agreement modified in writing accordingly. The Vendor must deliver to the City as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete, and without change in delivery schedules.
8. NONTRANSFERABILITY. Vendor shall not assign nor delegate duties or responsibilities under this Agreement, in whole or in part, without prior written approval of the City.
9. COMPLIANCE WITH APPLICABLE LAW. Vendor shall abide by all applicable federal, state, and local laws, ordinances, and regulations as may be related to the performance of duties under this Agreement, including the payment of prevailing wage when required. In addition, all applicable permits and licenses required shall be obtained by Vendor, at Vendor's sole expense.
10. CANCELLATION. The City reserves the right to cancel any portion of a Purchase Order at any time prior to the delivery of Goods or Services.

TERMS AND CONDITIONS. The terms and conditions contained herein constitute the entire agreement between both parties and supersede all previous communications, whether oral or written. No change to this Agreement shall be valid unless made in writing and signed by both parties.

11. **TERMINATION.** The City may terminate this Agreement and be relieved of any consideration to the Vendor should Vendor fail to perform in the manner herein described. Furthermore, City may terminate this Agreement, or any part thereof, for any cause or without cause upon fifteen (15) calendar days' written notice to Vendor. In the event of termination, the full extent of City liability shall be limited to payment for Goods or Services authorized by and received to the satisfaction of City.
12. **SEVERABILITY.** If any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in effect and enforceable.
13. **INVOICES.** Each invoice under this Agreement shall contain, at a minimum, the following information: the Purchase Order Number, if any, the name of the City department to which Goods or Services are furnished, whether the invoice covers complete or partial delivery or performance, a specification of the Goods or Services furnished according to the prices stipulated and in a format acceptable to City. Vendor shall be paid upon approval of proper and acceptable invoices for Goods or Services accepted by City. No invoice shall be issued prior to receipt and acceptance of Goods or Services by City.
14. **PAYMENTS.** Payment terms are NET/Thirty (30) days unless bidder otherwise quotes. Cash discounts offered for payment within fourteen (14) days or less will not be considered by the City when evaluating bids. All cash discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest. Partial payments may be made by the City on delivery & acceptance of Goods or Services and on receipt of Vendor's invoice.
15. **TAXES.** The Vendor must state on all invoices any taxes imposed by the local, state or federal government applicable to the furnishing of Goods or Services; provided however, where a tax exemption is applicable, the tax must be identified and subtracted from the total price.
16. **NONDISCRIMINATION.** During the performance of this Agreement, Vendor shall not discriminate against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability, or any other basis enumerated in Government Code Section 12940(a). All subcontracts awarded under any such Agreement shall contain a like nondiscrimination provision.
17. **GOVERNING LAW, NO WAIVER.** This Agreement shall be governed by and interpreted according to the laws of the State of California, and venue shall appropriately be in the Los Angeles Superior Court. The waiver or failure of either party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
18. **ATTACHMENTS.** Any Attachment referenced in this Agreement is incorporated into this document as though set forth in full at this point.
19. **SPECIAL TERMS APPLICABLE TO ALL AGREEMENTS FOR GOODS PROVIDED TO CITY:**
 - a. The Goods must be shipped F.O.B. destination, unless otherwise specified, and arrive at the destination specified on the "Ship/Bill To" and Services must be provided by Vendor by the request date specified. Unless otherwise specified, title to and acceptance will be at destination and pass directly to City, subject to inspection, and will be made by an authorized employee or representative of the City. Until delivery and acceptance, risk of loss is Vendor's responsibility. It is at the City's discretion whether it will accept a revised date of delivery.
 - b. All Goods ordered, except as otherwise noted in a Purchase Order, shall be delivered in a new and unused condition.
 - c. Where required by City regulations, any articles delivered must carry Under-writers Laboratories Approval or City of Los Angeles Department of Building and Safety Approval. Failure to comply will be cause for City to reject bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.
 - d. The Vendor warrants that all Goods will conform to applicable specifications, drawings, descriptions, and samples, and will be of good workmanship in material and free from defect. The Vendor's warranties,

together with its service guarantee, must run to the City and its customers or users of the Goods and must not be deemed exclusive.

- e. If there is a patent defect in material that goes uncorrected after ten (10) calendar days' notice, or a shorter time in the case of an emergency demanding immediate action, City may make the necessary replacements or repairs and charge Vendor the total cost of labor, material, equipment and administration. The City may withhold from Vendor an amount for these costs and recover any balance from Vendor.

FOLLOWING REQUIREMENTS FOR SERVICES

20. SPECIAL TERMS APPLICABLE TO ALL AGREEMENTS FOR SERVICES PROVIDED TO CITY:

- a. **INSURANCE, ENDORSEMENTS.** Prior to performing any Services under this Agreement, Vendor agrees to procure and maintain at Vendor's own cost and expense, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Vendor, its agents, representatives, employees, or subcontractors. Without in any way affecting the indemnity provided, Vendor agrees to secure before commencement of the work and throughout the Contract, the types and amounts of insurance set forth in the "Insurance Requirements for Informal Bid Process and Purchase Order Vendors Providing Services," attached hereto as Attachment 1 and incorporated in full by reference. By signing this Agreement, Vendor indicates acceptance of the insurance requirements. Vendor must return a copy of this Agreement, signed by an authorized representative of Vendor to the City prior to performance. Vendor shall provide insurance certificates and endorsements to City evidencing coverage required under Attachment 1. Failure to do so will void this Agreement.
- b. Vendor must indicate acceptance of the "Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution," included as Attachment 2, and return a copy of this acknowledgment, signed by an authorized representative of Vendor, to the City prior to performance. Failure to execute will void this Agreement.
- c. Vendor is an independent contractor and not an employee or agent of City and shall furnish such Services in its own manner and method except as required by this Agreement. Vendor's employees, subcontractors, or agents shall not, under any circumstances, be considered employees of City. Vendor has and shall retain the right to exercise full control over employment, direction, compensation, and discharge over all persons engaged in performance under this Agreement. Vendor shall be solely responsible for and shall indemnify, defend and hold City harmless from all matters relating to the payment of its employees, including, but without limitation, deductions, withholding, wages, salaries, benefits, taxes, and regulations of any nature whatsoever.

BUSINESS NAME

Signature: _____

Print Name: _____

Title: _____

Date: _____