

**CITY OF RANCHO CUCAMONGA PURCHASING DEPARTMENT**  
**TERMS AND CONDITIONS AGREEMENT**  
For further information, call: 909.477.2700

1. **If applicable, all original artwork, graphic design, photography, layout, typesetting and copy writing created for the City Of Rancho Cucamonga is property of the City and must be provided on a CD-ROM, floppy disk, negative or camera-ready format and delivered with the completion of the job. If artwork is not returned with completion of the job, payment of invoice will be held.**
2. The City of Rancho Cucamonga recognizes that price is only one of several criteria to be used in judging a product or service, and the City of Rancho Cucamonga is not legally bound to accept the lowest quote.
3. The right is reserved, unless otherwise stated, to accept or reject all or any quotations, or any part thereof, either separately or as a whole, or to waive any informality in a quotation.
4. All prices and notations must be typewritten or written in ink. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
5. Quote on each item separately. Prices should be stated in units specified herein.
6. Time of delivery is a part of the consideration and must be stated in defined terms, and must be adhered to. If time varies on different items, the vendor shall so state in the space provided, opposite each item.
7. Net terms are 30 days from date of invoice after goods or services are approved as a complete and acceptable order.
8. A responsible officer or representative must sign with the firm's name on all quotations. Obligations assumed by such signature must be fulfilled.
9. Unless otherwise definitely specified, the prices quoted herein do not include California Sales Tax.
10. Samples of items, when required, must be provided free of expense to the City of Rancho Cucamonga; and if not destroyed by tests, will upon request be returned at the vendor's expense.
11. In case of default by the vendor, the City Of Rancho Cucamonga may procure the articles or service from other sources and may deduct from unpaid balance due to the vendor, or may bill for excess costs so paid, and the prices paid by the City Of Rancho Cucamonga shall be considered the prevailing market prices paid at the time such purchasing is made.
12. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications will be for the account of the vendor.
13. The vendor shall hold the City of Rancho Cucamonga, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this quotation.
14. The vendor will not be held liable for failure or delay in fulfillment if hindered or prevented by fire, strike, or Acts of God.
15. The City Of Rancho Cucamonga is exempt from Federal Excise Tax.
16. The articles covered by the quotation must conform to safety orders of OSHA, CALOSHA, and/or NIOSHA.
17. Vendors shall obtain a valid City of Rancho Cucamonga business license before delivery of material or service.
18. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for quote, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages. The City reserves the right to request certified payroll documents prior to final payment of project.
19. **INSURANCE QUALIFICATIONS (MINIMUM):** The Contractor may be required to provide proof of insurance coverage. Company submitting qualifications must be able to provide a copy or copies of company's Certificates of Insurance or a letter from the insurance carrier(s) evidencing the fact that the Company is able to be insured pertaining to services rendered for the following minimums, as required by the City of Rancho Cucamonga:

Contractor shall neither commence work until it has obtained all insurance required hereunder in a company or companies acceptable to City, nor shall Contractor allow any sub-contractor to commence work on a subcontract until all insurance required of the sub-contractor has been obtained. Contractor shall take out and maintain at all times during the term of the project the following policies of insurance:

- (1) **Workers' Compensation Insurance:** Before beginning work, Contractor shall furnish to City a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom it may employ directly or through sub-contractors in carrying out the work specified herein, in accordance with the laws of the State of California. In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. Contractor shall, prior to commencing work, sign and file with City a certification as follows:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of this Agreement."

(2) Public Liability and Property Damage: Throughout the term of this Agreement, at Contractor's sole cost and expense, Contractor shall keep, or cause to be kept, in full force and effect, for the mutual benefit of the City and Contractor, comprehensive, broad form, general public liability and automobile insurance against claims and liabilities for personal injury, death, or property damage arising from Vendor's activities, providing protection of at least Two Million Dollars (\$2,000,000.00) for bodily injury or death to any one person or for any one accident or occurrence and at least Two Million Dollars (\$2,000,000.00) for property damage. If such insurance includes an aggregate limit, such aggregate shall be no less than Three Million Dollars (\$3,000,000).

All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California and policies required under paragraphs 7(a) and (b) shall name as additional insured's City, its elected officials, officers, employees and designated agents. All policies shall contain language, to the extent obtainable, to the effect that: (1) the insurer waives the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they may not be canceled except after thirty (30) days notice by insurer to City by first class mail. Contractor shall furnish City with copies of all such policies promptly upon receipt of them, or certificate evidencing insurance. Contractor may effect for its own account insurance not required under this Agreement.

**\* Proof of current insurance certificate(s) will be required prior to issuing a purchase order.**

20. Conflict of Interest: Your signature hereon certifies that no City employee, whose position on the City service enables them to influence any award of your offer of any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for quote.
21. Vendor's making delivery of providing services on City premises shall carry liability insurance and Worker's Compensation coverage in accordance with the City's Standard Practice.
22. IMPORTANT: PRICES QUOTED F.O.B DESTINATION UNLESS OTHERWISE STATED.
23. CANCELLATION: The City reserves the right to cancel the whole, or any part of, contract due to failure by the vendor to carry out any material obligation, term or condition. The City shall issue written notice to the vendor for acting or failing to act.
24. In signing and submitting a request for quote, the vendor is in agreement will all the above terms and conditions and shall be adhered to in their entirety.