



City of Sunnyvale
California

Draft Purchase Order NO

PO005298

ORDERED FROM 21821 - 001 (916) 783-9333 Herrmann Equipment Inc 9220 Viking Pl Roseville CA 95747-9700	ORDER DATE 04/14/2016	BILL TO: City of Sunnyvale Finance Department Accounts Payable PO Box 3707 Sunnyvale, CA 94088-3707
	DELIVERY DATE 06/30/2016	
	PAYMENT TERMS N/30	
	BID NO/RFQ NO	
DELIVER TO DPW/Ops - Fleet Services 221 Commercial St Sunnyvale CA 94085 Phone: (408) 730-7570	FOB POINT	FREIGHT CHARGES
	REQ. NO RQ015508	REQUISITIONER: TVARGAS
	CHARGE/OBJ CODE(S): 020700 5135 \$332,531.00	

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
1	Purchase Order to provide (2) two oil distributor trucks as specified in Invitation for Bid F16-67. Specifications and pricing are per Proposal No. 020416-A dated 2/4/2016. Awarded by City Council _____, 2016, RTC No. 16-0229.	2.00	DLR	\$166,255.0000	\$332,510.00
2	Tire Fee	10.50	DLR	\$2.0000	\$21.00

Amount does not reflect applicable taxes.

TOTAL \$332,531.00

Document Terms:

Invoices must be sent directly to Accounts Payable by mail to the address above or by e-mail to accountspayable@sunnyvale.ca.gov and must reference the purchase order number. Failure to comply will result in a delay in payment processing.

This purchase order is subject to the City of Sunnyvale Standard Terms and Conditions for the Purchase of Goods, dated 10/8/2010, a copy of which is attached and incorporated by reference (Form #TCPO-G).



City of Sunnyvale
California

Draft Purchase Order NO

PO005298

BUYER:

Cornejo, Perry

PHONE (408) 730-7572

FAX (408) 730-7710

Herrmann Equipment inc.

9220 Viking Place • Roseville, California 95747-9700 • (916) 783-9333
Bloomington, California 92316-3235 • (909) 877-5597
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Proposal To: **City of Sunnyvale**
221 Commercial St.
Sunnyvale, CA 94085
(408) 730-7570

Proposal No: 020416-A

For: ^{Two} ~~One~~ Black-Topper CENTENNIAL

February 4, 2016

<u>Standard Equipment (Includes Mounting on Customers Furnished Truck)</u>		QTY.	PRICE
Model	CENTENNIAL		
Tank Size	2,000 Gallons		
Tank Code	Meets DOT 49CFR 173.247		
Fiberglass Insulation 2"	.040" Aluminum Jacketing		
Manhole 20" With Internal Overflow	Non-Relieving		
Sample Valve	Located In Rear Head		
Ladder	Walkway to Manhole		
Tank Gauge	Front and Rear, 50 Gallon Increments		
Thermometer	Pencil Type in well on side of tank		
Thermometer	2" dial		
Circulation System	400 GPM Pump		
Heated Pump	From truck cooling System		
Valves/Controls	4-way Asphalt Valve and Suckback Valves (With Rotary switch in box at rear)		
Self Flushing System	Includes Fuel Oil Tank and Line		
Power Wash-down System	W/Hose & Wand		
Spray Bar-Cab Control	12' Bar, 1' on/off control &		
Bar End Markers	Cab On-Off, (1) each end		
Spray Bar-Cab Control	Power Shift, Lift and Wing Fold		
Powered Bar Latch	Control at rear		
Hydrostatic Drive	P.T.O. Off Transmission		
Spray Bar Latch	Manual		
Controls/Instrumentation	Controlled by BT-1 Computer with front and rear displays		
Tool Box	Side Opening With Flush-Type Lock		
Heating System	• Two heat flues with Stainless Steel Exhaust stacks. Two burners with digital temperature readout, thermostatically controlled shut down, out-fire protection, travel lock out. (2) Flues, (2) LPG Burners W/Frame MTD Tank		
Heating System	(2) Flues, (2) LPG Burners W/Frame MTD Tank		
Paint	All Steel Parts Black		
Hand Spray Assembly	With 25' Rubber Hose		
Aluminum Handspary Gun	With Swivels (In Lieu Of Steel Gun)		
Wet Storage Box	W/Hinged Cover & Drain Plug		
Lighting System	L.E.D. Sealed		
Strobe Light	Mounted on top of the tank at the front		
L.E.D Strobe Lights	Four Corner Mount		

Price for the CENTENNIAL 2,000 Gal. with items listed above F.O.B Sunnyvale, CA	\$88,180.00 Plus Tax
Price for the 2016 Kenworth Model T300 Series Conventional Cab	\$78,075.00 Plus Tax
See Attachment for Truck specifications	Total Price Each F.O.B. Sunnyvale, CA \$166,255.00 Plus Tax

Terms: Net due upon receipt of machine	Total Price For 2 F.O.B. Sunnyvale, CA \$332,510.00 Plus Tax
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Purchase Order
Standard Terms and Conditions for the Purchase of Goods

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL PURCHASES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- 1. Offer and Acceptance:** The Purchase Order is an offer by the City of Sunnyvale ("City") to enter into a contract; and any of the following acts constitute Supplier's acceptance of the Purchase Order and all terms and conditions stated therein: (a) Supplier's execution and delivery to City of Supplier's own acknowledgment form; (b) Supplier's delivery of any goods ordered; or (c) Supplier's acceptance of any payment from City.
- 2. Prices:** All prices shall be as stated in the Purchase Order and are firm and not subject to escalation. Supplier represents and warrants that the prices set forth in the Purchase Order are at least as low as those currently being quoted by Supplier to commercial or government users for the same goods, in like quantities, under similar circumstances.
- 3. Taxes:** This purchase is subject to all applicable California sales and use taxes. City is exempt from federal excise tax and will provide an exemption certificate, upon request.
- 4. Business License Tax:** Pursuant to Section 5.04.100 of the Sunnyvale Municipal Code, and subject to exemption as defined, "No person shall transact, engage in or carry on any business within the City without first having procured a license from the City to so do and having paid the tax." Additional Business License information can be obtained by contacting the Business License Unit at 408-730-7620. Failure to obtain a Business License as required may result in the assessment of interest and penalties.
- 5. Terms of Payment:** Payment terms shall be net thirty (30) days from the date of receipt of invoice or acceptance of goods, whichever occurs last. If City is entitled to a cash discount, the period of computation shall commence on the date of receipt of invoice or acceptance of goods by City, whichever occurs last. City may set off any amount owed by Supplier to City against any amount owed by City to Supplier under the Purchase Order. City shall endeavor to pay each invoice within thirty (30) days, but shall not be responsible to Supplier for additional charges, interest or penalties due to failure to pay within that period.
- 6. Quantities:** Supplier shall deliver the exact quantities specified in the Purchase Order. City reserves the right to reject incomplete deliveries and to return at Supplier's risk and expense excess quantities delivered.
- 7. Packaging and Shipment:** Goods shall be packaged, marked and otherwise prepared for shipment by Supplier in suitable containers in accordance with sound commercial practices. Supplier shall include an itemized packing list with each shipment.
- 8. Delivery:** Time is of the essence in the performance of the Purchase Order. If delivery of goods cannot be made at the specified time, Supplier shall promptly notify City of the earliest possible date for delivery. Notwithstanding such notice, if Supplier, for any reason whatsoever, fails to deliver goods within the time specified, City may terminate the Purchase Order or any part thereof without liability except for goods previously delivered and accepted. City's receipt or acceptance of all or part of a nonconforming delivery shall not constitute a waiver of any claim, right or remedy City has under the Purchase Order or applicable law.
- 9. Title and Risk of Loss:** The Purchase Order shall specify an FOB ("free on board") point, which shall be either the shipping point or the destination of the goods. If the Purchase Order specifies FOB destination, all shipping charges shall be prepaid by Supplier in full and included in the unit price. Supplier retains title to the goods and risk of loss until the goods have reached the designated destination. If the Purchase Order specifies FOB shipping point, Supplier shall prepay all shipping charges, route the goods on the least expensive common carrier in compliance with the required delivery date, and add shipping charges to the invoice as a separate line item. Buyer assumes title to the goods and risk of loss at the shipping point. No shipping charges will be allowed unless specified.
- 10. Inspection and Rejection:** Goods shall be received subject to City inspection, testing, approval and acceptance at City premises notwithstanding any prior payment for such goods. Goods rejected by City as not conforming to the Purchase Order may be returned to Supplier at Supplier's risk and expense and shall not be replaced by Supplier without written authorization from City. Substitutions are not permitted except upon specific written authorization of City.
- 11. Warranties:** In addition to any other express or implied warranties, Supplier warrants that all goods delivered under the Purchase Order will be new; suitable for the use intended; of the grade and quality specified; free from all defects in design, material and workmanship; in conformance with all samples, drawings, descriptions and specifications furnished by City; in compliance with all applicable federal, state, and local laws and regulations; and free of liens and encumbrances. These warranties shall not be deemed to exclude Supplier's standard warranties or other rights or warranties which City may have or obtain. At its expense and option, Supplier shall replace or repair any goods not conforming to the foregoing warranties. If, after notice, Supplier fails promptly to replace or repair any such goods, Supplier shall promptly refund to City the full purchase price paid by City for such goods.
- 12. Compliance with Laws:** (a) Supplier shall comply with all applicable governmental laws, ordinances, codes, rules, regulations, programs, plans and orders in the performance of the Purchase Order.
(b) Supplier shall be in full compliance with any and all permit or licensing requirements in connection with the manufacture, sale, shipment and/or installation of the goods specified in the Purchase Order.
(c) If, in connection with the specified goods, Supplier is required to comply with the Occupational Safety and Health Act's hazardous communications standard, Supplier agrees to provide copies of the applicable Material Safety Data Sheets at the time of delivery of the goods.

Purchase Order
Standard Terms and Conditions for the Purchase of Goods

13. Safety and Health Requirements: Goods supplied shall comply with all federal and state Occupational Safety and Health Administration requirements and with all California safety and health requirements.

14. Assignment: Supplier shall not delegate or subcontract any duties or assign any rights or claims under the Purchase Order without City's prior written consent.

15. Waiver: Failure of City to enforce any provision of the Purchase Order shall not constitute a waiver or relinquishment by City of the right to such performance in the future nor of the right to enforce any other provision of the Purchase Order.

16. Severability: If any provision of the Purchase Order is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Purchase Order did not contain the particular provision held to be invalid.

17. Patents, Copyrights or Trademarks: Supplier shall hold harmless and fully indemnify City and its officers, employees and agents from all damages or claims for damages, costs or expenses in law or equity that may arise for any infringement of the patent right, copyright or trademark of any person as a consequence of the use by City or any of its officers, employees or agents, of goods supplied under this Purchase Order.

18. Change Orders: City shall have the right to revoke, amend, or modify the Purchase Order at any time by issuance of a written Change Order. No verbal revocations, amendments or modifications shall be held binding on City; and City is not required to compensate Supplier for goods not authorized by written Change Order. Supplier's receipt of City's written Change Order without response received by City within ten (10) days or Supplier's shipment or other performance reflecting the change, whichever occurs first, shall constitute Supplier's acceptance of the change without any price or other adjustment.

19. Breach of Contract: Should Supplier breach any of the provisions of the Purchase Order, City reserves the right to cancel the Purchase Order upon written notice to Supplier and obtain such goods from another source. If a greater price than that named in the Purchase Order is paid for such goods, the excess price shall be charged to and collected from the Supplier. City shall have any and all remedies provided under the Uniform Commercial Code in the event of a breach of contract by Supplier.

20. Governing Law; Public Records: The Purchase Order shall be governed by and construed in accordance with the laws of the State of California as interpreted by the California courts, and any litigation arising out of the Purchase Order shall be conducted in the courts of the State of California. California law requires that the contents of the Purchase Order be open to inspection and copying by the public.

21. Work to be Completed on City Premises by Supplier: In the event that Supplier is required, as part of its fulfillment of the terms of the Purchase Order, to install goods or perform any other work on City premises, Supplier assumes entire responsibility and liability for losses, expenses, damages, demands, and claims in connection with or arising out of any injury or alleged injury (including death) or damage to property, sustained or alleged to have been sustained in connection with or to have arisen out of the performance of such work by Supplier.

22. Force Majeure: Neither party to the Purchase Order shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Purchase Order upon written notice after determining such delay or default will reasonably prevent successful performance of the Purchase Order.

23. Entire Agreement: The Purchase Order, which includes any and all additional documents incorporated therein by reference, sets forth the entire agreement between Supplier and City with respect to the purchase of the goods.

24. Additional or Inconsistent Terms: Any term or condition set forth in any acknowledgment form provided to City by Supplier which is in any way different from, inconsistent with, or in addition to the terms and conditions of the Purchase Order will not become a part of the Purchase Order nor be binding on City. If Supplier objects to any term or condition set forth therein, this objection must be in writing and received by City's Buyer identified on the Purchase Order prior to Supplier's delivery of product(s). Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.