



Prepared For:

Matt McClure
CITY OF ROCKLIN
Accounts Payable
Rocklin CA 95677

Road Machinery LLC

3650 Seaport Blvd.
West Sacramento, CA 95691
Phone:916-375-3540
www.roadmachinery.com

MACHINE

**2022 KOMATSU
WA200-8 3-SPOOL**

Stock Number: N.I.S.
S/N: Factory Order
Hours: 0

ATTACHMENTS

WA200 2.0 YD 102" GRAPPLE BKT
WA200 QUICK COUPLER
HOSE KIT
SWEEPER 20499 96" WATERLESS DUST

WARRANTY

Komatsu Care 36 months / 2000 hours
KOMATSU STANDARD WARRANTY 0 months / 0 hours
TIER 4 EMISSIONS WARRANTY 60 months / 3000 hours

INCLUDED ITEMS

3-SPOOL HYDRAULIC SYSTEM, TIER 4 FINAL ENGINE, LARGE 7" LCD DISPLAY SCREEN WITH ON-BOARD DIAGNOSTICS, REAR VIEW MONITORING SYSTEM, AUTO REVERSING FAN, AUTO REGEN - 99% PASSIVE, HYDROSTATIC TRANS WITH TRACTION CONTROL, KOMTRAX & MYKOMATSU INCLUDED FOR COMPLETE FLEET MANAGEMENT WITH ALL PARTS & SERVICE INFO. – FREE ACCESS ON ALL MACHINES.

Matt McClure
CITY OF ROCKLIN

07/21/2021

All orders are subject to acceptance by the Seller upon receipt of order at the office of Seller. In the event applicable date of shipment. All quotations are subject to change without notice. Prices quoted are subject to change to comply with any manufacturer's price change or any changes in taxes imposed by federal, state or local governments between the date of the quotation and date of delivery of items quoted. The property herein quoted is guaranteed by manufacturer's warranty only and no warranty, express or implied, is made by the Seller. Terms of sales are subject to credit approval. Delivery of the material quoted herein is contingent upon strikes, fires, prior sales, government action and other causes unavoidable or beyond control.

This Quotation is valid for 30 days from the date of origination.

FINANCE

Sell Price	\$179,017.25
Sales Tax	\$12,978.75
Sub Total	\$191,996.00
Cash Down	\$ 0.00
Trade In	\$15,000.00
Doc Fee	\$ 0.00
Total	\$176,996.00

FINANCE OPTIONS

Terms	Rate	Payment	Total Amount
N/A			

TRADE IN DETAILS

Year: 1999
Manufacturer: KOMATSU Model: WA180
S/N: A80500
Hours: 4227
Trade Value: \$15,000

**DELIVERY ADDRESS: 4081 Alvis St.
Rocklin, CA 95677
SALES TAX 7.25%**

Dave Dobberteen

Dave Dobberteen 916-591-6930
ddobberteen@roadmachinery.com
Road Machinery LLC



MACHINE SPECS

Standard Equipment for Base Machine

Engine and related items:

- Air cleaner, dry-type, two stage, radial sealed
- Engine shut-off system, electric with key
- Engine, KOMATSU SAA4D107E-3, 4 cylinder turbocharged, air to air after cooled, cooled EGR, direct injection Tier 4 Final interim certified, diesel.
- Gross HP: 128HP (95.2kW) / 2000 RPM
- Net HP: 126HP (94kW) / 2000 RPM (SAEJ1349) ISO / 9249
- Net HP: 122HP (91.1kW) / at max speed of hydraulic cooling fan

Exhaust pipe, curved

Fan, auto-reverse, hydraulic driven

KDOC After-Treatment Assembly

Komatsu Auto Idle Shutdown

SCR - Selective Catalytic Reduction aftertreatment with DEF tank and heated lines

Starting aid, intake air preheater type

Electrical system:

Alternator, 90 ampere, 24 volt

Back-up alarm

Batteries, 2 x 12 volt, (92 Ah), (680 CCA)

Battery disconnect switch

Horn, electric

Lights

- Back-up light, rear
- Sealed DT electrical connectors
- Starting motor, 5.5kW direct electric, 24V
- Stop and tail light
- Turn signal, (2 front, 2 rear) with hazard switch
- Working lights, halogen (2 front, high low beam with indicator, fender mount, 2 rear grill mount)
- Working lights, halogen (2 front) outside of cab mount

Power Train and Controls:

Differentials, torque proportioning, inboard planetary

Parking brake, wet disc type

Service brakes, hydraulic, wet multiple disc type, axle by axle (inboard)

Transmission, hydrostatic, 1 pump, 2 motors, full auto shift with speed range control

Transmission control

- F/R: steering column / loader control lever selectable
- Max speed control: electric, 4 speed F/R
- Traction control: electric, 3 mode

Operator environment:

Cab, (ROPS/FOPS) (installed), includes; adjustable arm rests, cigarette lighter/ashtray, dome light, electrically heated rear window, air conditioner / heater / defroster / pressurizer, floor mat, front (intermittent) and rear wiper/washer, rearview mirrors (2 outside, 2 inside), right hand and left hand door access with steps and sunvisor

Hydraulic control, 2 spool (boom/bucket), multi-function mono control, with integrated transmission F/R switch and includes integrated third spool proportional switch (3 spool is optional)

Equipment Management Monitoring System (EMMS)

Monitor: Multi-fuction, 7 inch, LCD, color high-resolution
Warning Message System with Descriptions

Gauges

- Engine water temperature
- Ecology
- Fuel level
- HST oil temperature
- Speedometer / Tachometer

Pilot Lights

- Auxiliary steering (opt)
- Brake oil pressure
- Central warning
- Cooling fan reverse
- DEF Level
- Directional indicator
- ECSS
- Engine pre heater
- Head lamp high beam
- HST Emergency pump drive
- Komtrax message
- Parking brake warning
- Quick coupler lock release (opt)
- Remote Boom Positioner
- Seat belt caution
- Steering oil pressure
- Traction level
- Transmission speed range
- Turn signal
- Work equipment lock warning

Special arrangements:

Ambient Temperature Range, -20°C (-4°F)
through +45°C (+113°F) at maximum standard elevation
of 2,300 meters (7,546 ft.)

Other Standard Equipment:

Boom kick-out, automatic

Bucket and lift cylinders

Centralized grease banks

Counterweight, standard and additional

Electronically Controlled Suspension System (ECSS)

Fenders, front & partial rear

Hand rails, front, LH & RH

KOMTRAX, Level 5

Lifting eyes

Parallel loader linkage and standard lift boom

Provision for Quick Coupler (mount points for piping, harness for cab

Rims for 20.5-25 tires (4 each)

Vandalism Protection:

- Caplock & cover for fuel tank & hydraulic tank
- Padlocks
- Battery boxes
- Engine hood side panels & rear grill, lockable
- Radiator cap cover (bolted)
- Transfer case oil filler cover



SOURCEWELL KOMATSU PRICING DETAIL - CONTRACT #032119-KOM

BASE UNIT NET PRICE	\$	125,265.00	KOMATSU WA200-8
ATTACHMENT	\$	12,270.00	2.0 YD. QC MULTI-PURPOSE 4-in-1 BUCKET
ATTACHMENT	\$	6,713.00	WA200 QUICK COUPLER, INSTALLED
ATTACHMENT	\$	1,371.00	HOSE KIT FOR MULTI-PURPOSE BUCKET, INSTALLED
ATTACHMENT	\$	26,841.25	SWEEPER OPTION 5 BELOW.
PRE DELIVERY/INSTALLS	\$	2,146.00	
INBOUND FREIGHT	\$	3,764.00	
CUSTOMER DELIVERY	\$	647.00	DELIVER TO: 4081 Alvis Ct., Rocklin, CA 95677
TOTAL W/O TAX	\$	179,017.25	
SALES TAX	7.250% \$	12,978.75	STATE & LOCAL
TRADE-IN (NOTED BELOW)		(\$15,000)	
TOTAL DELIVERED PRICE	\$	176,996.00	

TRADE-IN OFFER: 1999 Komatsu WA180-3L S/N A805500 in "AS-IS" Condition: \$15,000 Delivered to RML W.Sacto., CA

OPTION 1: Rockland QC Clean-up Grapple - 96" Open, 66" Closed, 24" Expanded Metal Extension.

\$14,105.00 + Tax, FOB W.Sacto., CA 11-12 Weeks Availability

OPTION 2: QC Grapple Bucket - 2.0 Yd., 102" Wide. \$12,403.00 +Tax, FOB W.Sacto., CA 12-14 Weeks

OPTION 3: QC CS32 108" Hydraulic Drive Sweeper with Hoses (See Specs Attached) \$21,698.00 + Tax & Freight - 85 Gallon Water Tank Option \$2,486.00 + Tax & Freight

OPTION 4: VCS 20411 108" Sweeper with Waterless Dist Collection \$27,430.00 + Tax & Freight

OPTION 5: VCS 20499 96" Sweeper with Waterless Dist Collection \$26,841.00 + Tax & Freight



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #032119
Entitled

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on February 1, 2019 and January 31, 2019 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter website www.nyscr.ny.gov, Onvia website www.onvia.com, and PublicPurchase.com:

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened March 22, 2019 at 8:30 a.m. Central Time.

RFPs were requested by and distributed to:

Able Equipment Rental	Komatsu America Corp.
AGS Safety and Supply	Langefels Equipment Co. LLC
Ahern Rentals	Leschak Kitchens Mob, LLC
Alden Equipment, Inc.	Liddell Industries, Inc.
All American Poly Corp.	Link Belt Cranes
All Around Access LLC	Manitex
Anderson Equipment Co.	Manitou
ASV Holdings, Inc.	Manitowoc
Bear Cat Mfg.	Mazergroup
Ben Berg Farm & Industrial equipment Ltd.	M-B Companies
Bid Ocean, Inc.	McCloskey International Ltd.
Black River Contracting	Midwest Equipment Auctions
Bobcat of Helena	MTZ Equipment
Bobcat/Doosan/Clark Equip.	NorMont Equipment Company
BOMAG	Nortrax Canada Inc.
C&B Billings	Odyne Systems
CASE Construction	Office Tree Products
Cashman Equipment Co	Paladin Attachments
Caterpillar, Inc.	Pape Machinery, Inc.

Central Maine Equipment Company	Prime Vendor Inc.
Central Power Systems and Services	Princeton Planning & Project Management, PLLC
ConstructConnect	Prinoth Ltd
Construction Industry Center	RDO Equipment
CSS, Inc.	Reclaim Asphalt
Cutting Edge Excavation	Road Widener LLC
Deltek	Roadtec Inc
Diesel Machinery Inc	Royal Truck & Equipment
Doggett Machinery	RSC Bio Solutions
Doosan Portable Power	SmartProcure
Dynapac North America	Stan Houston Equipment
Earthworks equipment Corporation	State of Oregon
EKA	Suffolk County Brake Service Inc.
Evergreen Specialty Services	Sunbelt Rentals Canada
Federal Contracts Corporation	Technology International, Inc
Franssen Motors Dubai Jet City Equipment	Terex/Genie
FST Canada Inc. o/a Joe Johnson Equipment	Terramac LLC
Government Solutions Team, LLC	Thompson Pump
Green Climber NA	Titan Machinery
H.O. Penn Machinery Company	Toromont Cat
Hartford Truck Equipment Inc	Tracey Road Equipment Inc
HilBilt Sales	Tri-State Truck & Equipment
Hi-Line Rental, LLC	United Rentals
Holt Co	Volvo
Hyundai Construction Equipment Americas	Wacker Neuson Corporation
J.Gross Equipment	Washington State Department of Enterprise Services
JCB	Western Material Handling
John Deere	Wirtgen
Kleis Equipment	XCMG North America Corp.
Kobelco Construction Machinery, U.S.A.	Yeager Enterprises LLC

Proposals were opened on March 22, 2019, at Sourcewell, formerly the National Joint Powers Alliance (NJPA) offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

BOMAG Americas, Inc.
Caterpillar Inc.
CNH Industrial America LLC
Doggett Heavy Machinery
Doosan Infracore North America, LLC
Dynapac North America LLC
Grove U.S. L.L.C. (dba Manitowac)
Hyundai Construction Equipment Americas, Inc.
John Deere Construction Retail Sales

Kobelco Construction Machinery USA, Inc.
Komatsu America Corp.
Link Belt Cranes
Roadtec, Inc
Volvo Construction Equipment North America, LLC
Wirtgen America, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
Greg Grunig, Sourcewell Procurement Lead Analyst
Carol Jackson, Sourcewell Procurement Analyst III
Michael Munoz, Sourcewell Procurement Analyst III
Craig West, Sourcewell Procurement Analyst II

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the Sourcewell RFP evaluation criteria and determined that all proposal responses met Level-One responsiveness except for the response received from Doggett Heavy Machinery. The response of Doggett Heavy Machinery was determined to be Level-One non-responsive because the questions on Forms A and P were not answered. All other proposals were found to be responsive and were evaluated.

BOMAG Americas, Inc. is a manufacturer that specializes in roadway construction equipment. BOMAG Americas offers asphalt pavers, screeds, milling machines, rollers and more. The ECO package available on most of their compaction equipment allows for up to a 20 percent reduction in fuel consumption. BOMAG Americas has a strong sales and distribution network throughout the United States and Canada to meet Member needs. BOMAG Americas offers a significant discount for Sourcewell Members.

Caterpillar, Inc provides an extensive line of construction equipment that includes multiple varieties of wheel and track loaders, excavators, skid steers, motor graders, rollers and pavers just to name a few. Remote monitoring and telematics are available on every machine allowing Members to monitor machine health and operation. Caterpillar has an extensive network of approximately 600 authorized dealer locations and 167 rental stores in the United States and Canada that will serve Sourcewell Members. They offer Members a competitive discount on pricing.

CNH Industrial America LLC's construction equipment catalog offers a full complement of backhoes, dozers, motor graders, compaction equipment, rough terrain forklifts, wheel loaders and excavators of different sizes and designs. Case's Heavy Equipment line receive Case ProCare which includes a factory warranty and planned maintenance for the first 3 years/3000 hours and a 3-year advanced telematics subscription. CNH boasts a dedicated dealer network of over 1100 locations across North America. CNH provides Members a solid discount from MSRP.



Grove U.S. LLC dba Manitowoc’s product offering includes industrial, rough terrain, all-terrain, lattice and hydraulic crawler, truck mounted and boom truck cranes. Manitowoc includes an initial operation and maintenance training package as part of delivery with every purchase at no additional charge. Manitowoc’s robust dealer network is located throughout the United States and Canada. They are offering Members a strong discount from published list prices.

Hyundai Construction Equipment Americas, Inc. provides multiple models of construction equipment including excavators in a range of sizes, wheel loaders, compaction rollers and hydraulic breakers. Hyundai’s excavators and wheel loaders have the All Around View Monitoring (AAVM) camera system that provides a 360 degree field of view to the operator available as an enhanced safety feature. Hyundai is prepared to serve Members through a distribution network covering the United States and Canada. Hyundai also offers a competitive discount from catalog prices.

John Deere Construction Retail Sales catalog offers a comprehensive solution of construction equipment including, but not limited to backhoes, crawler, tractor and wheel loaders, dozers, excavators, motor graders and skid steers. John Deere’s WorkSight suite of technologies provides features including JDLINK Telematics, machine health prognostics, remote diagnostics and programming, payload weighing and grade control. John Deere’s extensive dealer network of nearly 1,500 locations in the United States and Canada stands ready to support Members. John Deere offers Sourcewell Members a significant discount from list prices.

Komatsu America Corp. is providing Sourcewell Members a deep selection of construction equipment including excavators, crawler dozers, motor graders, excavators and wheel loaders. Komatsu also offers two models of hybrid excavators which decrease fuel consumption by up to 20 percent, reduce carbon dioxide emissions and provide a quieter operating environment. Their large dealer network and ten regional parts depots are located across North America to serve Members. Komatsu provides a strong discount from list prices.

Link Belt Cranes offers a wide selection cranes including lattice crawler, telescopic crawler, telescopic rough terrain, telescopic truck and all-terrain models. Link Belt provides a free 24-month subscription to their iCraneTrax Lite telematics network. Their distribution sales team and technicians are located across North America to provide sales and service support. Link Belt offers Members a competitive discount from list prices.

Volvo Construction Equipment North America, LLC catalog includes an extensive array of construction equipment including wheel loaders, excavators, haulers, compactors, pavers, skid steers and compact track loaders. Volvo Co-Pilot offers a fully integrated and supported touch screen machine indication system to machine and operator performance. Volvo’s large dealer network is ready to serve Sourcewell Members throughout the United States and Canada. Their pricing proposal offers Members a solid discount from MSRP.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #032119 to:

- | | |
|------------------------------|-------------|
| BOMAG Americas, Inc. | #032119-BAI |
| Caterpillar, Inc. | #032119-CAT |
| CNH Industrial America LLC | #032119-CNH |
| Grove U.S. LLC dba Manitowoc | #032119-GUS |



Hyundai Construction Equipment Americas, Inc.
John Deere Construction Retail Sales
Komatsu America Corp.
Link Belt Cranes
Volvo Construction Equipment North America, LLC

#032119-HCE
#032119-JDC
#032119-KOM
#032119-LIN
#032119-VCE

The preceding recommendations were approved on May 9, 2019.

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Sourcewell Procurement Lead Analyst

DocuSigned by:
Greg Grunig
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Greg Grunig, Sourcewell Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Sourcewell Procurement Analyst III

DocuSigned by:
Michael Munoz
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Michael Munoz, Sourcewell Procurement Analyst III

DocuSigned by:
Craig West
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Craig West, Sourcewell Procurement Analyst II

EXHIBIT C



CITY OF ROCKLIN- TERMS AND CONDITIONS OF PURCHASE

ARTICLE I – The materials, supplies or services covered by this order shall be furnished by Seller subject to all the terms and conditions set forth in this order including the following, which Seller, in accepting this order agrees to be bound by and to comply with in all particulars and no other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or shipment of all or any portion of the materials or supplies, or the performance of all or any portion of the services, covered by this order shall constitute unqualified acceptance of all its terms and conditions. The terms of any proposal referred to in this order are included and made a part of the order to the extent of specifying the nature of the materials, supplies, or services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of this order.

ARTICLE II – INSPECTION. The Materials, supplies or services furnished shall be exactly as specified in this order, free from all defects in Seller’s design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by City at all times and places. If, prior to final acceptance, and materials, supplies or services are found to be defective or not as specified, City may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such items within a time deemed reasonable by City, City may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Seller may become liable to City under other provisions of this order, shall reimburse City for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance, and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE III – CHANGES. City may make changes within the general scope of this order for specially manufactured supplies, place of delivery, method of shipment or packing of the order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an equitable adjustment in the price or delivery or both shall be made. No change by Seller shall be recognized without written approval of City. Any claim of Seller for an adjustment under this Article must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless City waives this condition. Nothing in this Article shall excuse Seller from proceeding with performance of the order as changed hereunder.

ARTICLE IV – TERMINATION.

- A. City may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. City shall pay Seller as full compensation for performance until such termination: (1) the unit or pro date order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by City, with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price.
- B. City may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the material or supplies or perform the services within the time specified or any written extension thereof. In such event, City may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Seller shall be liable to City for any excess costs occasioned City thereby. If, after notice of termination for default, City determines that the Seller was not in default or that the failure to perform this order is due to causes beyond control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of City, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of City, unless City shall determine that the materials, supplies, or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.
- C. If City determines that Seller had been delayed in the work due to causes beyond the control and without the fault or negligence of Seller, City may extend the time for completion of the work called for by this order, when promptly applied for in writing by Seller; and if such delay is due to failure of City, not caused or contributed to by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Article. Sole remedy of Seller in event of delay by failure of City to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. No allowance will be made for anticipated profits.
- D. The rights and remedies of City provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order.
- E. As used in this Article, the Word "Seller" includes Seller and its subsuppliers at any tier.
- F. Supplier acknowledges that City may terminate this agreement pursuant to this Article should funds not be appropriated by its governing body to continue services under this agreement.

ARTICLE V – TITLE. Title to the material and supplies purchased hereunder shall pass directly from Seller to City at the f.o.b. point shown, subject to the right of City to reject upon inspection.

ARTICLE VI – PAYMENT, EXTRA CHARGES, DRAFTS. Seller shall be paid, upon submission of acceptable invoices, for materials and supplies delivered and accepted or services rendered and accepted. City will not pay cartage, shipping, packaging or boxing expenses, unless specified in this order. Drafts will not be honored. Invoice must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

ARTICLE VII – WARRANTY. Seller agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Seller gives to any customer for the same or substantially similar supplies or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to City by any other article of this order. Such warranties will be effective notwithstanding prior inspection and/or acceptance of the services or supplies by the City.

ARTICLE VIII – PATENT INDEMNITY. Seller shall indemnify City, its officers, agents, and employees against liability, including cost, for infringement of Letters Patent resulting from Seller’s furnishing or supplying standard parts or components or utilizing its normal practices or methods in the performance of this order or to any parts, components, practices, or methods as to which Seller has secured indemnification from liability. The foregoing indemnity shall not apply unless Seller shall have been informed as soon as practicable by City of the suit or action alleging such infringement, and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof; and further, such indemnity shall not apply to a claimed infringement which is settled without the consent of Seller, unless required by final decree of a court of competent jurisdiction.

ARTICLE IX – DECLARED VALUATION OF SHIPMENTS. Except as otherwise provided on the face of this order, all shipments by Seller under this order for City’s account shall be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading shall so note.

ARTICLE X – ASSIGNMENT. This order is assignable by City. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of City.

ARTICLE XI – APPLICABLE LAWS. Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations shall be deemed to be incorporated herein.

ARTICLE XII – This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Company Name: _____

Company Address: _____

Email/Phone No.: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____