

**CITY OF EL PASO DE ROBLES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR QUOTATION**

From:

Division: Wastewater Phone: (805) 237-3865
 Closing Date: Thursday, December 29, 2011
 Closing Time: 5:00 pm
 Return Completed and Signed Form to:
**City of Paso Robles
 Public Works Department
 1000 Spring Street
 Paso Robles, CA 93446**

THIS IS NOT AN ORDER

Label face of envelope with department name, division name, and type "QUOTATION".

ITEM #	UNIT	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
			SLUDGE HAULING Sludge hauling from Paso Robles Wastewater Plant to Paso Robles Landfill Quote is for two years from: January 1, 2012 through December 31, 2013 Approximately 2,500 tons per year is being projected City pays landfill dumping fee (Quote is to including hauling and loading of sludge and is to be based on a per-ton basis.) *1 cu. Yard is approximately 1 ton.		
			Sales Tax Total		

The undersigned offers and agrees to furnish the above services and/or supplies at the unit prices stated and agrees that stated unit prices are firm for a period of one year from the date hereof. By submitting a quotation, the undersigned accepts the terms and conditions of the City's Purchase Order and agrees to perform in accordance with those Terms and Conditions. Unless otherwise indicated above, delivery will start within seven (7) calendar days after receipt of our order.

QUOTE TO BE SIGNED BY AN OFFICER WHO IS AUTHORIZED TO SIGN LEGAL DOCUMENTS ON BEHALF OF THE COMPANY.

DATE: _____

BUSINESS NAME: _____ SIGNATURE: _____

PHONE: _____ FAX: _____ TYPED NAME: _____

ADDRESS: _____ TITLE: _____

Blank page



City of El Paso de Robles

"The Pass of the Oaks"

1000 Spring Street, Paso Robles, CA 93446
(805) 237-3861 Fax (805) 237-3904

This number must appear on all invoices, cartons, packing slips, bills of lading & correspondence.

PURCHASE ORDER
No. 12PW __

Sample Purchase Order Agreement

VENDOR NAME AND NUMBER:**BILL TO:**

Name Address City, State Zip		City of Paso Robles Public Works Department ~ Wastewater Division 1000 Spring Street Paso Robles, CA 93446		
Attn:		Attn: Wastewater		
Phone:	Fax:	Phone: (805) 237-3861	Fax: (805) 237-3904	
E-mail:		E-mail: wastewater@prcity.com		
Project Information:		Ship To: (or Work Location)		
SLUDGE HAULING DPW 12-		City of Paso Robles Wastewater Treatment Plant 3200 Sulphur Springs Road Paso Robles, CA 93446		
Order Date	Delivery Date	Ship Via	FOB	Payment Terms
				Net __ days of invoice

City and Vendor agree as follows:

MATERIAL, EQUIPMENT AND/OR SERVICES TO BE PROVIDED: Vendor shall furnish the material, equipment and/or services described below in strict compliance with the **REQUEST FOR QUOTATION** dated **December xx, 2011**, at the price or prices set forth opposite each item within the times stated below in accordance with the terms and provisions of this Purchase Order, including the attached Terms and Conditions, which are incorporated into and made a part of this Purchase Order:

Description Item No.	Estimated Quantity	Unit Price	Extension	Delivery Dates
Sludge Hauling from Paso Robles Wastewater Plant to Paso Robles Landfill. Quote was for two years from: January 1, 2012 through December 31, 2013 Approximately 2,500 tons per year is being projected City pays landfill dumping fee (Quote included hauling and loading of sludge and is to be based On a per-ton basis). *1cu. Yard is approximately 1 ton.	2,500	TBD		TBD

City: City of Paso Robles

Vendor:

By: _____
Doug Monn, Director of Public Works

By: _____

Title: Owner/Operator

By: _____
Jim App, City Manager



City of El Paso de Robles

"The Pass of the Oaks"

1000 Spring Street, Paso Robles, CA 93446
(805) 237-3861 Fax (805) 237-3904

This number must appear on all invoices, cartons,
packing slips, bills of lading & correspondence.

PURCHASE ORDER

No. 12PW

PURCHASE ORDER TERMS AND CONDITIONS

DEFINITIONS: The term "City" as used in this Purchase Order means the City of Paso Robles, and the term "Vendor" means the person, firm, or corporation from whom the commodity or service described in the purchase order is ordered. The term "Material, Equipment, and/or Services" includes materials, supplies, equipment, drawings, data and other property to be furnished and all services including design, delivery, installation, inspection, and testing specified or required to furnish any material, equipment, and/or services.

ACCEPTANCE: The attached Acceptance Copy shall be signed and returned by the Vendor within ten (10) calendar days after it is received by the Vendor. The receipt by the City of the signed Acceptance Copy or the initiation of performance under this Purchase Order by the Vendor shall constitute acceptance of the Purchase Order by the Vendor, including all of the terms and conditions herein. Acceptance is limited to the terms stated herein. Any additional or different terms and conditions proposed by the Vendor are rejected unless expressly agreed to in writing by an authorized representative of the City.

COMPLETE AGREEMENT: This Purchase Order, including all applicable terms, conditions and specifications, shall constitute the sole and exclusive agreement between the parties. This Purchase Order supersedes all other writings and negotiations written or oral. The City of Paso Robles will not be responsible for goods delivered or services rendered without a properly executed Purchase Order. When this Purchase Order covers a continuing service rendered over a stated period of time, Vendor must obtain a new order upon expiration of the time period to authorize the continuance of the service for an additional period of time.

DEFAULT: The City may terminate the whole or any part of Vendor's work in any one of the following circumstances: (1) If the Vendor fails to make delivery or fails to perform within the time specified herein or any extension thereof; or (2) If Vendor delivers nonconforming goods; or (3) If Vendor fails to perform in accordance with the material provisions of this agreement, or so fails to make progress as to endanger performance of this Purchase Order in accordance with its terms. In the event of any such failure City will provide Vendor with written notice of the default and City's intention to terminate for default if Vendor fails to cure the default to City's satisfaction within seven calendar days of City's notice. If Vendor fails to cure or correct to City's satisfaction within seven days, City may, without further notice to Vendor, procure upon such terms and in such manner as the City may deem appropriate, items or services similar to those terminated, and the Vendor shall be liable to the City for any excess costs of such similar items or services; however, the Vendor shall continue the performance of this Purchase Order to the extent not terminated. The rights and remedies of the City provided in this clause shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Purchase Order.

CHANGES: City may direct in writing changes, including additions to or deletions from the quantities originally ordered, or in the specifications or drawings. If any such change causes a material increase or decrease in the cost of, or the time required for, performance hereunder, an equitable adjustment shall be made in the price or schedule. Any claims for adjustment which Vendor believes result from any change directed by City shall be asserted in writing by Vendor no later than ten (10) days from the date of Vendor's receipt of any such direction. Equitable adjustments for any claims or changes under this agreement, including claims arising from terminations or suspensions directed under DEFAULT above, of this agreement, will be made by written Change Order. Nothing contained herein shall excuse Vendor from proceeding with the change as directed prior to negotiation of any adjustment. Whether made pursuant to this clause or by mutual agreement, changes shall not be binding upon the City, except when confirmed in writing by a member of the City's Purchasing Department.

INVOICES: Vendor shall send City a separate invoice for each shipment. Invoices shall not be issued prior to delivery of items or performance. Payment shall not be made prior to receipt or unit of service of items and an invoice. Credit and discount periods will be computed from the date of receipt of the invoice to the date the City's check is mailed. Unless freight and other charges are itemized, the discount will be taken on the full amount of the invoice. Payment will be made within thirty (30) days after approval of the invoice by the City.

RIGHT TO AUDIT: The City of Paso Robles reserves the right to access and audit the Vendor's records for a period of four (4) years after payment of any invoice.

TITLE AND RISK OF LOSS: All prices shall be F.O.B. Destination. The Vendor shall be responsible for safe and adequate packing of the items, which shall conform to the carriers' requirements. The Vendor shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing this Purchase Order number shall be placed in each container. No extra charge shall be made for packaging or packing materials unless authority therefor is set forth in this Purchase Order. Vendor shall assume and pay for any and all loss or damage to the merchandise from any cause whatsoever until delivered to City at the specified destination.

DELIVERY: Timely performance and deliveries are essential to this Purchase Order. The City reserves the right to refuse deliveries made in advance of the delivery schedule. Over-shipment allowances, if authorized, will be applied to the entire order. If the City agrees to accept deliveries after the date of delivery has passed, the City shall have the right to direct the Vendor to make shipment to the delivery point set forth in this Purchase Order by the most expeditious means, and the total cost of such expedited shipment and handling shall be borne by the Vendor. Acceptance of late deliveries shall not be deemed a waiver of the City's right to hold the Vendor liable for any loss or damage resulting therefrom, nor shall it act as a modification of the Vendor's obligation to make future deliveries in accordance with the delivery schedule.

DELAYS: Vendor will not be liable for delays in performing its obligations to the extent the delay is caused by an unforeseeable condition which is beyond Vendor's reasonable control and without Vendor's fault or negligence. Acts of God, such as storms or floods, as well as government priorities, acts of civil or military authorities, fires, strikes, epidemics, war or riot are examples of events which will be excusable for being beyond Vendor's reasonable control, only upon fulfillment of the following conditions: (a) within seven (7) days of the commencement of any excusable delay, Vendor shall provide City with written notice of the cause and extent thereof as well as a request for a schedule extension for the estimated duration thereof, and (b) within seven (7) days of the cessation of the event causing delay Vendor shall provide City with written notice of the actual delay incurred, upon receipt of which, the date of promised delivery shall be extended for the time actually lost by reason of an excusable delay.

INSPECTION AND APPROVAL: All items and services are subject to final inspection and approval to City. If any items are defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, the City shall have the right to require Vendor to correct or replace them. Final acceptance or rejection shall be made by the City as promptly as practicable after delivery or performance. Final acceptance shall be conclusive except with respect to latent defects, fraud or such gross mistakes as amount to fraud, or with respect to the City's rights under the "Warranty" clause.

WARRANTIES-GUARANTEES: The Vendor warrants that the items, at time of delivery, shall conform to the City's specifications, the requirements of this Purchase Order, approved sample or samples, if any, and are free from defects in design, material and workmanship. This warranty shall remain in effect for a one (1) year period after delivery or for such period of time as the item is normally warranted. At the City's option, the Vendor shall promptly either repair or replace defective items after receipt of the City's written notice of a defect. Transportation charges for the return and redelivery of defective items shall be borne by the Vendor. Vendor also warrants that said merchandise is free and clear of all liens and encumbrances whatsoever and the Vendor has good and marketable title to same, and Vendor agrees to indemnify, defend and hold the City of Paso Robles, its officers, agents and employees free and harmless against any and all claimants to said merchandise.

COMPLIANCE: Vendor's performance shall in all ways strictly conform with all applicable State, Federal and local laws, regulations, safety orders, and working conditions to which it is subject. Vendor shall execute and deliver any and all documents as may be required to effect or evidence compliance.

SAFETY: All equipment and materials shall comply with all Federal, State and local safety rules and regulations including OSHA. Where applicable, materials must be labeled in accordance with Section 5194, Title 8, of the California Administrative Code. The Vendor is required to include a Material Safety Data Sheet prepared in accordance with Section 5194(9) with each shipment of all such materials to the City.

EQUAL OPPORTUNITY EMPLOYER: It is the policy of the City of Paso Robles that in connection with all materials furnished or work performed under this Purchase Order, there be no discrimination against employees because of race, religion, color, sex or national origin, and therefore the Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practices Act.

PERMITS OR LICENSES: Vendor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, and by the City, in connection with the furnishing of Material, Equipment, and/or Services herein requested.

INDEMNITY: Vendor assumes all risk in connection with performance or non-performance of this Purchase Order. Vendor shall indemnify, defend, and hold harmless City and its elected officials, officers and employees, from all liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) of any kind or nature which may be caused by or arise from furnishing the Material, Equipment, and/or Services, whether such activities or performance thereof be by Vendor or by anyone directly or indirectly employed or contracted with by Vendor, and whether such liabilities, obligations, orders, claims, actual damages, governmental fines or penalties, and expenses of defense with respect to such claims (including attorneys' fees and costs) shall accrue or be discovered before or after termination of this agreement.

INSURANCE AND CLAIMS: If Vendor or its employees or agents come onto City's property in connection with this Purchase Order, Vendor agrees to carry (i) Workers Compensation Insurance as required by law and Employer's Liability Insurance in the amount of \$1,000,000 per occurrence; (ii) Commercial General Liability Insurance covering personal injuries (including death) in the amount of \$1,000,000 per occurrence, and (iii) automobile liability insurance covering bodily injuries (including death) in the amount of \$1,000,000 per person, and \$1,000,000 per occurrence, property damage in the amount of \$1,000,000. City shall be named as an "Additional Insured" by endorsement under the Commercial General Liability and Automobile Liability policies. The policy shall stipulate that the insurance afforded the Additional Insured shall apply as primary insurance and that any other insurance carried by City will be excess only and will not contribute with this insurance. Vendor shall submit written proof of such insurance to City prior to entrance on City's property. Vendor shall supply such bonds as required by City.

PREVAILING WAGES: Vendor agrees to comply with all applicable Federal, State and local laws, regulations and ordinances pertaining to the employment of labor, including, but not limited to, all Fair Labor Standards Act provisions and the California Labor Code. In accordance with sections 1720 et seq. of the California Labor Code, Vendor and its subcontractors shall pay not less than the prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, to the extent those laws apply to performance of this Purchase Order.

TAXES: Unless prohibited by law, Vendor shall pay and has included in the prices of this Purchase Order any federal, state or local tax, transportation tax, or other tax which is required to be imposed upon the items ordered hereunder, or by reason of their sale or delivery.

TERMINATION FOR CONVENIENCE: City shall have the right to terminate this Purchase Order in whole or in part at any time, and from time to time, by written or telegraphic notice effective upon receipt by Vendor of such notice, even though Vendor is not in breach of any obligation hereunder. Upon receipt of notice of termination, Vendor shall immediately discontinue performance and shall comply with City's instructions concerning disposition of completed and partially completed items, work in progress and materials acquired pursuant to this Purchase Order. In the event of such termination, Vendor shall be paid an amount in settlement to be mutually agreed upon by the parties which shall cover Vendor's reasonable costs of performance incurred prior to termination in connection with the items for which this Purchase Order is terminated plus a reasonable profit based upon such costs. However, said payment shall not exceed the price specified herein for such items. Vendor shall advise the City, in writing, of Vendor's claim, if any, for termination costs within ten (10) days after receipt of the notice of termination. Termination in accordance with this article shall not affect City's obligation to pay for items accepted by City prior to such termination.

GOVERNING LAW; VENUE; DEFINITIONS: The definition of terms used, interpretation of this Purchase Order and rights of all parties hereunder shall be construed under and governed by the laws of the State of California. Any litigation with respect to this Purchase Order shall be brought and conducted in San Luis Obispo County, California.

EXCUSE; WAIVER: Any act or omission of City which Vendor might claim as an excuse for its own failure to perform shall be deemed waived by Vendor unless it shall notify City of its intention to assert such excuse within ten (10) days after the occurrence of any such act or omission. No action or failure to act by City shall constitute a waiver of a right or duty afforded it under this Purchase Order, nor shall such action or failure to act constitute approval of or acquiescence in a breach, except as may be specifically agreed in writing. Vendor expressly waives the effect of any statutory or common law provision which construes ambiguities in a contract against the party who drafted the contract.