



AGENDA REPORT

Meeting Date: May 24, 2011
Item Number: F-10
To: Honorable Mayor & City Council
From: Fred Simonson, Maintenance Operations Manager *FSS*
Rene Biadoma, Fleet Manager
Subject: APPROVAL OF A PURCHASE ORDER IN THE AMOUNT OF \$116,173.48 TO DOWNTOWN FORD SALES FOR PURCHASE OF FOUR FORD FUSION HYBRID SEDANS
Attachment: 1. State of California Purchase Contract with Downtown Ford Sales
2. Price Quote from Downtown Ford Sales

RECOMMENDATION

Staff recommends that the City Council approve a purchase order in the amount of \$116,173.48 to "Downtown Ford Sales" (Vendor) for purchase of four (4) Ford Fusion Hybrid Midsize Sedans to replace an equal number of obsolete and job-worn vehicles assigned to the Police Department (PD).

DISCUSSION

Following an annual evaluation of the City's vehicles and equipment fleet, Fleet Services staff has determined that the following vehicles, used by public-safety personnel, have exceeded their economical life cycle:

<u>ID #</u>	<u>YEAR/MAKE/MODEL</u>	<u>PROGRAM NO. / DESCRIPTION</u>
001	2005 CHRYSLER 300 C	0102501 / Detective Bureau
037	2000 FORD CROWN VICTORIA	0102901 / Training Unit
045	2001 CHEVROLET IMPALA	0102901 / Training Unit
047	2004 CHEVROLET TRAILBLAZER	0102402 / Property Section

After a joint deliberation between the PD and Fleet Services staffs, it was decided that the various types of vehicles listed above be replaced with one type of vehicle, specifically, a Ford Fusion Hybrid Midsize Sedan. This replacement recommendation will help achieve the following goals: 1) Standardization of the City fleet; 2) Reduction of

the City's Carbon footprint as defined in "Beverly Hills Sustainable City Plan;" and 3) Reduction in overall fuel usage and maintenance costs.

Procurement staff requests waiver of formal bid procedures and instead, recommends purchase of these vehicles by using the 'piggyback' provision found in the State of California's (State) Purchase Contract with vendor (Attachment 1). Vendor has provided price quote, Attachment (2), indicating its intent to extend to the City of Beverly Hills the same price, terms, and conditions that are stipulated in its contract with the State. Staff utilizes the piggyback provision and the State Purchase Contract when it is determined that there is no additional savings available through the formal bidding process.

FISCAL IMPACT

Summary of the vendor's price quote for the Ford Fusion Hybrid, as specified by the City of Beverly Hills, is as follows:

One (1) 2011 Sedan, Midsize, Ford Fusion Hybrid, to include all items specified in the State of California Specification #2311-1349 dated August 10, 2010 and Contract # 1-11-23-11	\$26,314.00
Tax (9.75%):	\$2,565.62
Document Fee:	\$55.00
Tire Fee:	\$8.75
Delivery Fee:	\$100.00
Unit Total	\$29,043.37
(FOB City of Beverly Hills) Purchase Total (4X):	\$116,173.48

Funding for this purchase is appropriated from the Fiscal Year 2010-2011 Council-approved budget:

Budget Unit	Program # / Description of Fund Source	Account #	Amount
49	35498502 / Vehicle Replacement	85050	\$116,173.48


 Scott Miller
 Approved By


 David D. Gustavson
 Approved By

Attachment 1



ATTACHMENT (1)

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****MANDATORY****

CONTRACT NUMBER:	1-11-23-11
DESCRIPTION:	Hybrid Vehicles
CONTRACTOR(S):	Wondries Fleet Group Downtown Ford Sales Coalinga Motors
CONTRACT TERM:	02/14/2011 through 10/31/2011
STATE CONTRACT ADMINISTRATOR:	Christina Nunez (916) 375-4482 christina.nunez@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Christina Nunez, Contract Administrator

Date: 2/14/2011

HYBRID SEDANS/HATCHBACKS				
Section 1: Line Item Number (Mandatory)				
	<i>Wondries Fleet Group</i>	<i>Wondries Fleet Group</i>	<i>Downtown Ford Sales</i>	<i>Coalinga Motors</i>
Line Item No. Sacramento	1 Sacramento	2 Sacramento	3 Sacramento	4 Sacramento
Line Item No. Los Angeles	8 Los Angeles	9 Los Angeles	10 Los Angeles	11 Los Angeles
LINE ITEM DESCRIPTION	Compact Hybrid 4-Door Sedan	Compact or Mid-Sized Hybrid 5-Door Hatchback	Mid-Sized Hybrid 4-Door Sedan	Plug-In Hybrid 4-door or 5-door, Sub-Compact, Compact, or Mid-Size
Section 2: COMPLETE FOR EACH LINE ITEM: (Mandatory)				
	<i>Select or Enter Data</i>			
Model Year	2011	2011	2011	2011
Make	Honda	Toyota	FORD	CHEVROLET
Model	Civic	Prius	FUSION	VOLT
Passenger Seating	5-Passenger	5-Passenger	5-Passenger	5-Passenger
CARB Emission Certification:				
Emission Category	ATPZEV	ATPZEV	SULEV	ULEV II
Engine:				
Number of cylinders	4 Cylinder	4 Cylinder	4 Cylinder	4 Cylinder
Displacement (Liters)	1.3L	1.8L	2.5L	1.4
HP (SAE)	110 @ 6000	98 @ 5200	156	84
Fuel Tank Capacity (gallons)	12.3	11.9	17.5	9
Tire Size	P195/65R15	P195/65R15	P225/50VR17	P215/55R17
Basic Warranty:				
Years	3	3	3	3
Miles	36000	36000	36000	36000
Section 3: REQUIREMENTS FOR ALL VEHICLES: (Mandatory)				
	<i>Select Yes if Included</i>			
Automatic Transmission	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Power Assisted Steering	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Brakes: Power-Assisted 4-Wheel ABS	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Non-Lead Wheel Weights Required	Yes - Non-Lead Wheel Weights			
Air Conditioning	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Upholstery: Cloth	Yes - Included	Yes - Included	Yes - Included	Yes - Included
OEM Floor Mats, front and rear	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Rear Window Defroster	Yes - Included	Yes - Included	Yes - Included	Yes - Included
AM/FM Radio with Antenna	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Steering Wheel, Tilt	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Cruise Control	Yes - Included	Yes - Included	Yes - Included	Yes - Included
Section 4: OPTIONS COMPLETE FOR EACH LINE ITEM:				
	<i>Select if Included, Optional or Not Available</i>			
Door Locks, Power	Included	Included	Included	Included
Windows, Power	Included	Included	Included	Included
Mirrors, Power	Included	Included	Included	Included
Stability Control System	Optional	Included	Included	Included
Keyless Entry	Optional	Included	Included	Included
Hands Free Cell Phone System	Optional	Optional	Optional	Included
Side-Impact Air Bags (SABs)	Included	Included	Included	Included
Stolen Vehicle Recovery System	Optional	Optional	Optional	Included
GPS Navigation System	Optional	Optional	Optional	Included
In-Dash Fuel Mileage Monitoring System	Optional	Included	Included	Included
Extended Warranty	Optional-Explain	Optional-Explain	Optional-Explain	Not Available
US EPA Certified SmartWay	Yes	Yes		Yes
EXPLAIN BELOW:				
CONTACT FOR WARRANTY INFO				

Contract (Mandatory) 1-11-23-11
Contract Notification and User Instructions

1. SCOPE

The State's contract with Wondries Fleet Group, Downtown Ford, and Coalinga Motors (contractors) provides 2011 or current model year Hybrid Vehicles at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-11-23-11. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Hybrid Vehicles to the State.

The contract resulting from this solicitation shall not run beyond 10/31/2011. If the manufacturer's cutoff date occurs prior to the contract expiration date, the dealer may offer the contracted or subsequent model year meeting or exceeding the contract specifications at the same contract terms, conditions, and pricing after the manufacturer's order cutoff date for the remaining contract period or portion thereof. The dealer shall notify the DGS contract administrator in writing of its intention to participate in this roll-over provision, shall specify the model year offered, and shall specify the period through which it will continue to offer vehicles under this provision. This offer shall be irrevocable once accepted by the State.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

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- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contacts: Marilyn.ebert@dgs.ca.gov or Wilson.lee@dgs.ca.gov

- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at:
<http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on “Purchasing” under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against this contract, the Contractor is required to remit the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. CONTRACT ADMINISTRATION

Both the State and the contractor(s) have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

DGS/PD Contract Administrator:	Christina Nunez
Address:	DGS/Procurement Division 707 Third Street, 2 nd Floor West Sacramento, CA 95605
Telephone:	(916) 375-4482
Facsimile:	(916) 375-4613
E-Mail:	christina.nunez@dgs.ca.gov

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Contractor: Wondries Fleet Group
Contract Administrator: Clarke Cooper
Address: 1247 W Main Street
Alhambra, CA 91801
Telephone: (626) 457-5590
Facsimile: (626) 457-5593
E-Mail: Yesenia@bobwondriesford.com

Contractor: Downtown Ford Sales
Contract Administrator: Dave Forbess
Address: 525 North 16th Street
Sacramento, CA 95811
Telephone: (916) 442-6931
Facsimile: (916) 491-3138
E-Mail: daveforbess@downtownfordsales.com

Contractor: Coalinga Motors
Contract Administrator: Bill Kemery
Address: 625 E Elm Street
Coalinga, CA 93210
Telephone: (916) 429-4700
Facsimile: (916) 421-0149
E-Mail: billk@lasherauto.com

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

6. CONTRACT ITEMS

All pricing is listed on Attachment A, Contract Pricing. The contract pricing is categorized under fourteen (14) line items.

All vehicle line items are mandatory, there will be no exceptions. Maintenance offered is optional but recommended.

All prices quoted shall be fixed as the maximum cost for the contract period and no price increase shall be permitted.

SALES TAX:

The sales tax rate applied should be based on the rate of the Bill To address listed on the Purchase Order.

OPTIONS:

For purchases from Downtown Ford Sales and Coalinga Motors, all factory options shall be available and priced at dealer cost plus ten percent for an addition or dealer cost minus ten percent for a deletion in accordance with the manufacturer's price list in effect at the time of the bid opening. For purchases from

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Wondries Fleet Group, contact dealer for pricing, however, the dealer cost plus or minus shall not exceed 10%. All options added or deleted shall be shown as a separate line item on the purchase order, invoice, and contract usage report. Equipment changes which might be made would include, but would not be limited to, the following:

Six-cylinder engine in lieu of eight-cylinder,
Delete power steering,
Payload package.

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on this or any other vehicle contract.

The supplier will provide DGS/PD and/or ordering agencies a copy of the dated factory price lists in use at the time of bid opening if requested. These prices will be firm and not subject to increase through the life of the contract. The price list must be furnished to the requestor within ten (10) calendar days of notification.

NOTE: Vehicles with options added or deleted must continue to meet or exceed the appropriate minimum specification.

TIRE FEE:

Purchase orders MUST include the State mandated \$1.75 per tire fee.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Numbers 2311-1349 dated 8/6/2010, 2310-1344 dated 8/2/2010, 2320-1346 R2 dated 11/17/2010, and 2320-1343 dated 8/6/2010 (Attachment B).

Literature and specifications must be provided within 10 calendar days of request.

Vehicles will be white unless otherwise specified. A color chart shall be available upon request for the model year(s) included in the contract.

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity

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- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Delivery Instructions (if applicable)

2) Office of Fleet and Asset Management Approval

In accordance with GC section 13332.09, departments must receive approval from the DGS Office of Fleet and Asset Management (OFAM) when procuring vehicles. Details are available in the Fleet Handbook (<http://www.documents.dgs.ca.gov/ofa/handbook.pdf>).

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only). **The contractor will not accept purchase documents from local agencies without a State issued billing code.**

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

9. **ORDERING PROCEDURE**

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor's Order Placement Information is as follows:

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ORDER PLACEMENT INFORMATION		
U.S. Mail	Facsimile	Email
Wondries Fleet Group 1247 W Main Street Alhambra, CA 91801 Attn: Clarke Cooper	(626) 457-5593	Yesenia@bobwondriesford.com
Downtown Ford Sales 525 North 16 th Street Sacramento, CA 95811 Attn: Dave Forbess	(916) 491-3138	daveforbess@downtownfordsales.com
Coalinga Motors 625 E Elm Street Coalinga, CA 93210 Attn: Bill Kemery	(916) 421-0149	billk@lasherauto.com

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures (<http://sam.dgs.ca.gov/TOC/3600/3620/default.htm>).

10. MINIMUM ORDER

There is no minimum order for this contract.

11. ORDER RECEIPT CONFIRMATION

The contractor will provide the ordering agencies with an order receipt acknowledgement containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

12. DELIVERY PROCEDURES

PRE-DELIVERY CHECKLIST:

Prior to delivery, each vehicle shall be completely inspected, serviced and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

DELIVERY:

Delivery made to any State department is to begin within 90 days after receipt of order (ARO). State departments may limit delivery to a maximum of ten (10) units per working day.

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Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

Note: In accordance with paragraph 15 of the General Provisions entitled "Delivery", the contractor shall strictly adhere to the delivery terms and completion schedule as specified in this bid. Failure to comply with the delivery requirements, as stated, may be considered a breach of contract and subject the contractor to General Provisions 26, entitled "Rights and Remedies of the State for Default".

Delivery to local agencies is to be completed in full within 150 days ARO.

FOB POINT:

The successful bidder (dealer) will be required to deliver vehicles to State agencies or local agencies located in the FOB point in which they receive an award.

Vehicles shall be delivered from the factory to the dealer's place of business. The dealer is required to deliver vehicles to State and local agencies located within an FOB point for which they receive an award. If the purchase order indicates delivery outside an FOB point, the dealer and agency will negotiate for delivery beyond the FOB point. This delivery may be subject to an additional delivery charge. This charge shall be shown as a separate item on the purchase order and invoice.

State agencies requesting delivery outside the F.O.B. area must contact the Office of Transportation Management for freight rate comparisons if the dealer is delivering the vehicle. These delivery instructions will be provided on the purchase order. Dealers receiving a purchase order without specific transportation instructions must contact the ordering agency.

Caravan or drive-away method of delivery from the factory to a dealer is not acceptable.

The supplier shall insure that each vehicle reaches its delivery point with no less than five (5) gallons of fuel in the tank.

Drop ship deliveries shall not be made without prior State inspection.

Vehicles delivered from a dealer with more than 50 miles on the odometer will be charged 50 cents for each mile exceeding 50 miles. This charge shall be deducted from the order price for each vehicle delivered against each order. Vehicles delivered with more than 500 miles on the odometer will not be accepted.

RECEIVING INSPECTION:

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business. Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include: specification compliance, workmanship, appearance, proper operation of all equipment and systems, and that all documents are present. In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the dealer in an expeditious manner at no expense to the owning agency.

Inspection by local agencies will be at the dealer's place of business or as otherwise agreed to by the dealer and local agency.

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DOCUMENTS:

The following documents shall be delivered to the receiving agency with the vehicle:

1. Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN).
2. "Line Set Tickets" or "Window Sticker" showing all options installed.
3. One (1) copy of the vehicle warranty.
4. One (1) Owner's Manual

13. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

14. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

15. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 6/8/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:

<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

16. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Line Item and UNSPSC Code Number
- Quantity purchased
- Contract unit price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

17. PAYMENT

Payment terms for this contract include a \$500 per vehicle discount for payment made within twenty (20) days for purchases from Downtown Ford or within twenty-one (21) days for purchases from Wondries Fleet Group and Coaling Motors. For this bid, cash discount time will be defined by the State as beginning only after the vehicle has been inspected, delivered and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the

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date on the State warrant or check. Normally, acceptance will be accomplished within twenty (20) normal business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

18. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

19. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Wondries Fleet Group	17691534
Downtown Ford Sale	28600344
Coalinga Motors	100064905

20. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The metal post-consumer recycled content for SABRC reporting is located in Attachment A – Contract Pricing. Additional recycle content information is located on Attachemtn C - Recycle Content Information.

21. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

There is no small business (SB) or disabled veteran business enterprise (DVBE) participation for this contract.

22. WARRANTY

The manufacturer's regular new vehicle warranty shall apply to all vehicles procured against the resulting contract.

The warranty shall be factory authorized and shall cover not less than 3 years/36,000 miles bumper to bumper, no charge parts and labor. All emission-related components shall be warranted in compliance with CARB and Federal requirements. Bids offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected.

This warranty shall be honored by all franchised dealers of the vehicle within the State of California. The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealers in lieu of the manufacturer's prescribed procedures, which may form a part of the warranty. All warranty certificates and/or cards shall be supplied with each vehicle delivered.

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If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of the virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's minimum 3-year/36,000 mile warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant, in servicing its vehicles. The recycled antifreeze/coolant used by the State will meet all ASTM standards and specifications as set forth by the vehicle manufacturer. The use of said recycled antifreeze/coolant shall in no way void or degrade the original manufacturer's minimum 3-year/ 36,000 mile warranty.

"Manufacturer's Warranty Policy and Procedures Manual" shall be made available upon customer request.

Note: Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving agency shall notify the dealer in writing of the actual "in-service" date.

REPAIR PARTS:

It shall be the responsibility of the vehicle manufacturer to maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay. A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

23. ATTACHMENTS

Attachment A – Contract Pricing

Attachment B – Specification 2311-1349, 8/6/2010

2310-1344, 8/2/2010

2320-1346 R2, 8/19/2010

2320-1343, 8/6/2010

Attachment C – Recycled Content Information

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Terms: \$500 discount per vehicle for payment within 20 days
 \$500 discount per vehicle for payment within 21 days *

Contract Line Item	Dealer	Description	FOB	Unit of Measure (UOM)	Quantity in Unit of Measure	Manufacturer	Model	Contract Unit Price	California Environmental Performance Label	
									Global Warming	Smog
1	Wondries Fleet Group *	Compact Hybrid 4-Door Sedan in accordance with specification #2310-1344 dated 8/2/10 and #2311-1349 dated 8/6/10	Sacramento	Each	1	Honda	Civic	\$25,241.00	TBA	TBA
1.1	(626) 457-5590	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$839.00		
2	Wondries Fleet Group *	Compact or Mid-Sized Hybrid 5-Door Hatchback in accordance with specification #2310-1344 dated 8/2/10 and #2311-1349 dated 8/6/10.	Sacramento	Each	1	Toyota	Prius	\$23,122.00	TBA	TBA
2.1	(626) 457-5590	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$839.00		
3	Downtown Ford Sales	Mid-Sized Hybrid 4-Door Sedan in accordance with specification #2310-1344 dated 8/2/10 and #2311-1349 dated 8/6/10.	Sacramento	Each	1	Ford	Fusion	\$26,114.00	TBA	TBA
3.1	(916) 442-6931	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$480.00		
4	Coalinga Motors *	Plug-In Hybrid 4-door or 5-door, Sub-Compact, Compact, or Mid-Size in accordance with specification #2310-1344 dated 8/2/10 and #2311-1349 dated 8/6/10.	Sacramento	Each	1	Chevrolet	Volt	\$39,895.00	TBA	TBA
4.1	(916) 429-4700	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$1,000.00		
5	Downtown Ford Sales	Group I Hybrid 2-Wheel Drive Sport Utility Vehicle in accordance with specification #2320-1346 R2 dated 11/17/10 and #2311-1349 dated 8/6/10.	Sacramento	Each	1	Ford	Escape	\$27,918.00	TBA	TBA
5.1	(916) 442-6931	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$480.00		

6	Coalinga Motors *	Group III Hybrid 4-Wheel Drive Sport Utility Vehicle in accordance with specification #2320-1346 R2 dated 11/17/10 and #2311-1349 dated 8/6/10.	Sacramento	Each	1	Chevrolet	Tahoe	\$47,750.00	TBA	TBA
6.1	(916) 429-4700	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$1,000.00		
7	Coalinga Motors *	Group III Hybrid Pickup, Crew Cab in accordance with specification #2320-1343 dated 8/6/10 and #2311-1349 dated 8/6/10.	Sacramento	Each	1	Chevrolet	Silverado 1500	\$33,552.00	TBA	TBA
7.1	(916) 429-4700	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$1,000.00		
8	Wondries Fleet Group *	Compact Hybrid 4-Door Sedan in accordance with specification #2310-1344 dated 8/2/10 and #2311-1349 dated 8/6/10.	Los Angeles	Each	1	Honda	Civic	\$25,241.00	TBA	TBA
8.1	(626) 457-5590	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$839.00		
9	Wondries Fleet Group *	Compact or Mid-Sized Hybrid 5-Door Hatchback in accordance with specification #2310-1344 dated 8/2/10 and #2311-1349 dated 8/6/10.	Los Angeles	Each	1	Toyota	Prius	\$23,122.00	TBA	TBA
9.1	(626) 457-5590	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$839.00		
10	Downtown Ford Sales	Mid-Sized Hybrid 4-Door Sedan in accordance with specification #2310-1344 dated 8/2/10 and #2311-1349 dated 8/6/10.	Los Angeles	Each	1	Ford	Fusion	\$26,314.00	TBA	TBA
10.1	(916) 442-6931	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$480.00		
11	Coalinga Motors *	Plug-In Hybrid 4-door or 5-door, Sub-Compact, Compact, or Mid-Size in accordance with specification #2310-1344 dated 8/2/10 and #2311-1349 dated 8/6/10.	Los Angeles	Each	1	Chevrolet	Volt	\$39,496.00	TBA	TBA
11.1	(916) 429-4700	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$1,000.00		
12	Downtown Ford Sales	Group I Hybrid 2-Wheel Drive Sport Utility Vehicle in accordance with specification #2320-1346 R2 dated 11/17/10 and #2311-1349 dated 8/6/10.	Los Angeles	Each	1	Ford	Escape	\$28,118.00	TBA	TBA
12.1	(916) 442-6931	5 Year, 100,000 Mile Service Plan in accordance with Section 5.6.4.		Each	1			\$480.00		

Attachment 2



City of Beverly Hills
 Department of Public Works and Transportation
 Fleet Services

ATTACHMENT (2)

Telephone: (310) 285-2484
 FAX: (310) 278-1838

PRICE QUOTE REQUEST

Item	General Description	Specification Details	Price Quote
1.	Intent:	Vehicle described herein is intended for fleet use by the City of Beverly Hills, Department of Police.	
2.	Vehicle - Per the State of California Specification #2311-1349 dated August 10, 2010 and Contract # 1-11-23-11	One (1) new & unused 2011 Mid-size sedan, Ford Fusion Hybrid, 4-Door, 5-Pass; including those items specified in Item #10 of the State of California Contract, unless specifically deleted or added herein.	\$26,314.00

Standard Features & components specified in the State of California Contract

3.	Interior	Dark interior trim; Air Conditioning; Power Door Locks; Power Windows; AM/FM Radio; Cloth Seats; In-dash fuel mileage monitoring; Front & rear floor mats; Tilt Steering Wheel; Cruise control; rear window defroster	INCL
4.	Exterior	NOTE: Exterior color will be specified upon issuance of Purchase Order	INCL
5.	Seating	5 Passengers	INCL
6.	Engine / CARB Emission	4-cylinders; 2.5L; 156 HP (SAE); SULEV	INCL
7.	Drivetrain	2.5L IVCT Atkinson-Cycle I-4 Engine with Permanent-Magnet AC-Synchronous Electric Motor; Electronically controlled continuously variable transmission (eCVT)	INCL
8.	Fuel Tank Capacity	17.5 gallons	INCL
9.	Tire Size	P225/50VR17	INCL
10.	Basic Warranty	3 Years; 36000 Miles	INCL
11.	Brakes	4-wheel ABS	INCL
12.	Safety	Side-impact Air bags; Stability Control System	INCL

Unit Subtotal:	\$26,314.00
Tax (9.75%):	\$2,565.62
Document Fee:	\$55.00
CA Tire Fee:	\$8.75
Delivery fee:	\$100.00
Unit Total:	\$29,043.37
(FOB City of Beverly Hills) PURCHASE TOTAL (4X)	\$116,173.48

TERMS: \$500.00 DISCOUNT FOR PAYMENT IN 20 DAYS
 DELIVERY: _____
 Signature: _____
 Print Name: DAVE FORBESS
 Vendor: DOWNTOWN FORD SALES
 Address: 525 N16th Street
 City/State/Zip: Sacramento, CA. 95814
 Email: daveforbess@downtownfordsales.com
 Phone: 916-442-6931
 Fax: 916-491-3138

Sandra O'Donnell
for Dave Forbess
 5/5/11