



AGENDA REPORT

Meeting Date: November 13, 2012
Item Number: G-9
To: Honorable Mayor & City Council
From: Fred Simonson, Maintenance Operations Manager
Rene Biadoma, Fleet Manager
Subject: APPROVAL OF A PURCHASE ORDER TO BRAGG INVESTMENT COMPANY, INC. DBA COASTLINE EQUIPMENT FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$138,197.38 FOR PURCHASE OF FRONT-END-LOADER TRACTOR WITH BACKHOE
Attachments: 1. City of Santa Monica Purchase Order # 344088 OP and Bid # 3089.
2. Price Quote from Coastline Equipment

RECOMMENDATION

Staff recommends that the City Council move to approve a purchase order in the amount of \$138,197.38 to Bragg Investment Company, Inc. dba Coastline Equipment ("Vendor") for the purchase of a new John Deere Front-end-loader (FEL) Tractor, Model 315SK, with backhoe. This piece of equipment will replace a Gehl Skidsteer currently assigned to the Department of Public Works & Transportation (PW&T), Water Distribution Division.

DISCUSSION

Following an annual evaluation of the City's vehicle and equipment fleet, Fleet Services staff has determined that the below-listed piece of equipment has either met or exceeded its replacement criteria for life expectancy and utilization:

<u>ID #</u>	<u>YEAR/MAKE/MODEL</u>	<u>PROGRAM NO. / DESCRIPTION</u>
724	1998 Gehl 5635DXT Skidsteer	8006003/Water Distribution Division

After a joint deliberation between the Water Distribution Division and Fleet Services staffs, it was decided that the above piece of equipment be replaced with a standard FEL/Backhoe Tractor. If approved, this unit will be second tractor of its kind in the Water Division. This second tractor will enable Water Maintenance crews to simultaneously perform work on multiple projects whether on routine-maintenance and/or emergency situations, such as water-main breaks. Additionally, this tractor will be equipped with a pavement-grinder tool to enable repair crews to mount street plates at street grade. This type of plate placement minimizes road noise, safer for motorists, and aesthetically pleasing. Being an earth-moving equipment, this new tractor will also serve as a critical piece of equipment in City's disaster preparedness inventory.

Beverly Hills Municipal Code section 3-3-205, Alternative Purchasing Procedures, provides that the City's purchasing agent may purchase equipment where competitive bid procedures have already been utilized such as purchases from federal, state or county governments as long as the City is supplied the equipment at the same or better price as was obtained through the competitive bid procedures.

The City of Santa Monica ("CSM") entered into an agreement with Vendor after a competitive bidding process for the purchase of subject piece of equipment (Attachment (1)). Vendor intends to extend to the City of Beverly Hills the same terms, conditions, and prices that are stipulated in its contract with CSM (See Attachment (2)).

Staff recommends the approval of a purchase order in the amount not to exceed \$138,197.38 to Vendor for the purchase of a new John Deere FEL/Backhoe Tractor, Model 315SK, at the price based on Vendor's purchase contract with CSM.

FISCAL IMPACT

A summary of the Vendor's price quote for the John Deere FEL/Backhoe Tractor specified by the City of Beverly Hills is as follows:

One (1) 2012 or newer John Deere FEL/Backhoe Tractor, Model 315SK; to include all manufacturer standard equipment and all work tools and accessories specified in the City of Santa Monica Purchase Order # 344088 OP and Bid # 3089, unless, specifically added or deleted herein (Attachment 1)	\$116,745.00
<u>City of Beverly Hills addition:</u>	
1. CONEQTEC Universal AP300III Backhoe Cold Planer; Number of pics-38; Cutting width-12"; Cutting Depth-6"; Hydraulic HP requirements- 24-70; Maximum hyd Flow-50 GPM; Maximum Pressure - 5000 psi; Wain-Roy compatible; Hydraulic jump lines and quick disconnect couplers.	\$10,325.00
Subtotal:	\$127,070.00
Sales Tax (8.75%)	\$11,118.63
Tire Fee:	\$8.75
Purchase Total (FOB CBH):	\$138,197.38

Meeting Date: November 13, 2012

Funding for this purchase is appropriated from the Fiscal Year 2012-2013 Council-approved budget source:

Budget Unit	Program # / Description of Fund Source	Account #	Amount
49	35498502 / Vehicle Replacement	85050	\$138,197.38


Noel Marquis
Approved By

 David D. Gustavson
Approved By

Attachment 1

CITY OF SANTA MONICA

Date: 8/29/2012

Purchase Order

Page - 1 of 2

Order Number 344088 OP

Branch/Plant 54459

Shipped From: Coastline Equipment
P O Box 22732
Long Beach CA 90801

Ship/Bill To: Fleet Management
Vehicle Management Fund
2500 Michigan Avenue
Santa Monica CA 90404

Vendor Number: 200804

Ordered 8/29/2012

Requested 8/29/2012

Requisition No. 00042748OR

Line	Rev	Description / Supplier Item	Account Number	Qty	Unit Price	PR UM	Extended Price	Request Date	Order No	Ty
1	1	PRIOR YEAR CONTRIBUTIONS	C540167.589200	2	116,745.00	EA	233,490.00	8/29/2012	00042748	OR

Vendor to furnish two (2) new and unused four wheel drive backhoe loaders, John Deere 3155K, to be used by the Water Department (671) as requested by Fleet Management.

All in accordance with Bid # 3089 dated 3/12/12 which is made a part hereof as set forth in full hereon approved by City Council on August 28, 2012, (Item 3-1).

Cost: \$ 116,745.00 each plus applicable 9.25% sales tax.

Vendor contact: Del Hosler
Vendor phone: 562-272-7400
Vendor fax: 562-272-7444
Vendor e-mail: del.hosler@coastlineequipment.com

Subtotal 233,490.00

Tax Group Summa

Y)Taxable 9.250 % 233,490.00 21,597.83

IMPORTANT INSTRUCTIONS - TRANSPORTATION CHARGES MUST BE PREPAID ON ALL PURCHASES WHERE F.O.B. POINT IS OTHER THAN SANTA MONICA, CA. THESE CHARGES MAY BE ADDED TO VENDOR'S INVOICE AND SHOWN AS SEPARATE ITEM.
- THE ATTACHED TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE.

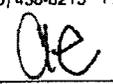
VENDOR DOES NOT REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE FOR THIS PURCHASE ORDER.
 VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE. VENDOR'S LICENSE NUMBER IS 152083



MONICA DIAZ, BUYER
TEL: (310) 458-8215 FAX: (310) 393-6142

8/29/12

DATE



ARACELI ESPARZA, PURCHASING MANAGER

CITY OF SANTA MONICA

Date: 8/29/2012

Purchase Order

Page - 2 of 2

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Requisition No. 00042748OR

Line	Rev	Description / Supplier Item	Account Number	Qty	Unit	PR	Extended Price	Request	Order	Ty
					Price	UM		Date	No	
		Term Due Upon Receipt	Tax Rate	Sales Tax	21.597.83		Total Order: \$ 255,087.83			

IMPORTANT INSTRUCTIONS - TRANSPORTATION CHARGES MUST BE PREPAID ON ALL PURCHASES WHERE F.O.B. POINT IS OTHER THAN SANTA MONICA, CA. THESE CHARGES MAY BE ADDED TO VENDOR'S INVOICE AND SHOWN AS SEPARATE ITEM.

- THE ATTACHED TERMS AND CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE.

VENDOR DOES NOT REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE FOR THIS PURCHASE ORDER.

VENDOR DOES REQUIRE A CITY OF SANTA MONICA BUSINESS LICENSE. VENDOR'S LICENSE NUMBER IS 152053

Monica Diaz
MONICA DIAZ, BUYER

8/29/12
DATE

TEL: (310) 458-8215 FAX: (310) 393-6142

Araceli Esparza
ARACELI ESPARZA, PURCHASING MANAGER

M00063
Printed Purchase Order



CITY OF SANTA MONICA

Purchasing Section
1717 4th Street
Santa Monica, CA 90401

INVITATION TO BID BID # 3089

BID DESCRIPTION: FURNISH AND DELIVER TWO (2) NEW AND UNUSED FOUR WHEEL DRIVE BACKHOE LOADERS AS REQUESTED BY FLEET MANAGEMENT DIVISION.

BID DEADLINES

VENDOR QUERIES DUE FEBRUARY 24, 2012

Questions regarding this bid are due to monica.diaz@smgov.net no later than 3:00 p.m. Pacific Time.

ADDENDUM POSTED ON LINE MARCH 1, 2012

Responses to inquiries received will be posted online by 5:00 p.m. Pacific Time.

BID CLOSE DATE MARCH 14, 2012.

Bid closing time is 3:00 p.m. Pacific Time.

BID SUBMISSION SUSTAINABILITY GUIDELINES

When submitting documents to the City of Santa Monica, vendors are required to comply with the following guidelines:

- All submittals and copies shall be printed on 100% post-consumer waste recycled content or tree free paper. The minimum requirements for recycled content are as follows:
 - 20 lb paper – 100% post-consumer recycled content.
 - Paper for color copier – 100% post-consumer recycled content.
 - Color bond paper, cover stock, and other miscellaneous paper – minimum 30% post-consumer recycled content.
 - Glossy paper – minimum 15% post-consumer recycled content.
- All copies shall be double sided.
- Report covers or binders shall be recyclable, made from recycled materials and easily removable to allow for recycling of the report pages.
- The use of plastic covers or dividers should be avoided.

These guidelines were developed as part of Santa Monica's Sustainable City Program to promote waste reduction and resource conservation within the community. Thank you for your cooperation.

BRAGG INVESTMENT Co. INC. dba CASTLINE
NAME OF BIDDER EQUIPMENT

**CITY OF SANTA MONICA
NOTICE INVITING BIDS**

Notice is hereby given that sealed proposals of bid number 3089 will be received at the Office of the Purchasing Agent, City of Santa Monica, 1717 4th Street, Suite 250, Santa Monica, California, until **3:00 PM (Pacific Time) March 14, 2012**, and will be opened (bid opening) and read publicly after said time on the above date for the following:

FURNISH AND DELIVER TWO (2) NEW AND UNUSED FOUR WHEEL DRIVE BACKHOE LOADERS AS REQUESTED BY FLEET MANAGEMENT DIVISION.

Bid proposal forms and specifications may be obtained from Monica Diaz, City of Santa Monica, 1717 4th Street, Suite 250, Santa Monica, California, 90401. Bids must be submitted on forms furnished by the City of Santa Monica.

Submission of a bid will be deemed a binding offer to enter into a contract on the terms contained therein for 90 days from the bid opening.

The award, if any, will be made to the best bidder(s). In evaluating whether a bidder(s) is (are) the best bidder(s) pursuant to the Santa Monica Municipal Code, City staff may utilize some or all of the following criteria:

- (1) Price.
- (2) The quality of the material or services offered.
- (3) The ability, capacity, and skill of the bidder(s) to perform the contract or provide the materials or services.
- (4) The capacity of the bidder(s) to perform the contract or provide the service promptly, within the time specified, and without delay or interference.
- (5) The sufficiency of the bidder's financial resources.
- (6) The character, integrity, reputation, judgment, training, experience, and efficiency of the bidder.
- (7) The ability of the bidder(s) to provide such future maintenance or service as may be needed.
- (8) Any other factor which will further the intent set forth in Section 608 of the City Charter.

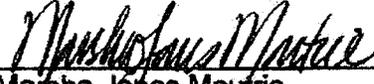
The City shall have absolute discretion in determining the applicability and weight or relative weight of some or all of the criteria listed above and is not required to select the lowest monetary bidder.

The City reserves the right to award the bid to separate bidders on any of the items as provided in and set forth in the bidder's proposal form furnished by the City. It is further understood that if the bidder to whom any award is made fails to enter into a contract, award may be made to the next best bidder, who shall be bound to perform as if she, he or it received the award in the first instance.

The City of Santa Monica reserves the right to reject any and all bids and to waive all minor irregularities.

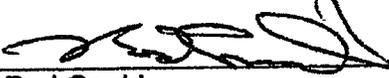
Dated this 15th day of Feb., 2012

APPROVED AS TO FORM:



Marsha Jones Moutrie
CITY ATTORNEY

CITY OF SANTA MONICA



Rod Gould
CITY MANAGER

PUBLISHED: February 21 & 22, 2012
BID #3089

**PROPOSAL TO THE HONORABLE CITY COUNCIL
OF THE CITY OF SANTA MONICA, CALIFORNIA**

The undersigned declares that the published notice inviting bids and this proposal have been read and understood and proposes and agrees to furnish and deliver to the City of Santa Monica the items listed below in accordance with the specifications herein and that the following prices will be accepted as payment in full therefore as follows:

FURNISH AND DELIVER TWO (2) NEW AND UNUSED FOUR WHEEL DRIVE BACKHOE LOADERS AS REQUESTED BY FLEET MANAGEMENT DIVISION.

I. GENERAL INFORMATION

The City will pay all applicable taxes. The City is exempt from Federal Excise Tax and an exemption certificate if necessary will be furnished to the successful bidder(s).

Prices quoted shall be effective for 90 days from bid opening date and, thereafter, if accepted by the City for the term designated in this bid. All items shall be quoted F.O.B. Santa Monica, California, unless otherwise specified. Equipment supplied shall be new and of current year's production unless otherwise specifically indicated. All equipment shall be in compliance with all applicable governmental regulations and safety codes.

II. BID SPECIFICATIONS

Bids may be accepted on all or part of quantity required at the discretion of the City. The City reserves the right to make multiple awards based upon unit prices submitted.

III. PAYMENT TERMS

Goods or services are paid within 30 days of delivery and receipt of an appropriate invoice.

Payment Terms

0% NET 30

*Bidder to enter payment discount terms; otherwise net 30 days will apply.

If the successful bidder is required to possess a City of Santa Monica Business License, the successful bidder must obtain the business license prior to performing any work or services, and the City may delay payment of any sums due until such license has been obtained.

IV. RECYCLING

Developments that have occurred in the recycling industry now allow prospective bidders to bid items composed of the highest percentages of recovered materials practicable. Consideration of competition, quality, availability, technical performance, and cost are the factors that will be evaluated. A statement regarding the percentage of recovered materials contained in the products may be required. Bidders are encouraged to submit bids for products containing recovered or recycled materials.

V. BID SUBMITTAL

Submit three copies of your bid – one original and two photocopies.

Mark the envelope with the bid number so that it may be properly recorded in time for the bid opening. No faxes or e-mails will be accepted.

If you are unable to or choose not to participate in this bid, please fill out the enclosed No Bid Form and fax or e-mail the completed form back to the Purchasing Division.

Bid proposals will not be considered for award unless submitted on the bid proposal form furnished by City of Santa Monica, completely filled out, properly signed by the bidder, and delivered in a sealed envelope plainly marked:

BID #3089: FURNISH AND DELIVER TWO (2) NEW AND UNUSED FOUR WHEEL DRIVE BACKHOE LOADERS AS REQUESTED BY FLEET MANAGEMENT DIVISION.

PURCHASING DIVISION
ATTENTION: MONICA DIAZ
CITY OF SANTA MONICA
1717 4TH STREET, SUITE 250
SANTA MONICA, CALIFORNIA 90401

on or before 3:00pm (Pacific Time) on the 14th day of March, 2012.

BID OPENING: Bids will be opened in the Finance Department, Conference Room, 1717 4th Street, Suite 250, Santa Monica, California 90401.

VI. STATEMENT OF NON-COLLUSION

An affidavit shall be furnished with this bid certifying that the bid submitted is genuine and not collusive or made in the interest or behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder. Any bid made without such affidavit or in violation thereof will not be considered. A copy of said affidavit is attached hereto.

Each bidder may bid on any or all of the above listed items, or any combination of such items, and the City reserves the right to award on the best bid as to each item whether such bid be by the same bidder or different bidders. The City also reserves the right to reject any bid as to each item, or all bids, and to waive any minor irregularities.

The undersigned has checked carefully all of the above bid and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Dated this 13 Day of MARCH, 2012

Name of bidder BRAGG INVESTMENT Co., INC. dba COASTLINE EQUIPMENT

Name of representative DEL HOSLER

Signature Del Hosler

Title VICE PRESIDENT / GENERAL MANAGER

P.O. Box 22732
Business Address

LONG BEACH, CA 90801
City, State, and Zip Code

Telephone 562-272-7400

Fax 562-272-7444

E-mail del.hosler@coastlineequipment.com

**AFFIDAVIT TO ACCOMPANY
PROPOSALS OR BIDS**

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES }

DEL HOSLER, being first duly

sworn, deposes, and says: that She/He is VICE PRESIDENT / GENERAL MANAGER
(Insert "Sole Owner," "A Partner")

("President," "Secretary," or other proper title)

of BRAGG INVESTMENT Co., INC. dba COASTLINE EQUIPMENT
(Insert name of bidder)

Who submits herewith to the City of Santa Monica the attached proposal;

that He, She, It, or They is (are) the person(s) whose name(s) is (are) (strike out words not appropriate) signed to the hereto attached proposal; that said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or on behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant further deposes and says: that the bidder has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract or of any other bidder, or anyone else interested in the proposed contract; that the bidder has not in any manner sought by collusion to secure for himself, herself, itself, or themselves, an advantage over any other bidder. (strike out words not appropriate)

Affiant further deposes and says that prior to the public opening and reading of bids the said bidder:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw his bid;
- (c) Did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix any overhead, profit or cost element of his, her, its, their price, or of that of anyone else; and

- (d) Did not, directly or indirectly, submit his, her, its, or their bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid, depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said bidder in his, her, its, or their business. (strike out words not appropriate)

Dal Hosler

SIGNED

VICE PRESIDENT / GENERAL MANAGER
TITLE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

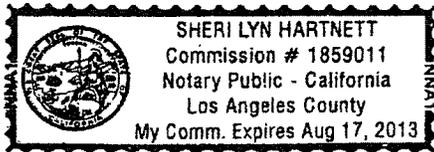
State of California

County of Los Angeles

On 3/2/2012 before me Sheri Lyn Hartnett, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Del Abster
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~they executed the same in his/~~her~~their authorized capacity(ies), and that by his/~~her~~their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Sheri Lyn Hartnett
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: City of Santa Monica - Invitation to Bid # 30889

Document Date: 2/21-22/2012 Number of Pages: 26 Pages

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____

Individual

Partner — Limited General

Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



Corporate Officer — Title(s): _____

Individual

Partner — Limited General

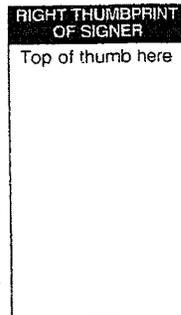
Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer is Representing: _____



SECRETARY CERTIFICATE

DATE: November 2, 2010

The undersigned hereby certifies that she is Secretary of:

Bragg Investment Company, Inc. dba COASTLINE EQUIPMENT CO.

THAT any one of the Officers of that corporation whose names, titles and signatures follow, have been duly authorized to enter into sales, leases or security agreements on behalf of that corporation for the purchase, lease or financing of machinery and equipment to be used by it in the conduct of its business and the granting of any lien or security interest, to execute all necessary instruments in connection therewith and to take all steps necessary to carry out said transaction, to wit:

<u>Marilynn Bragg</u> Name	<u>President</u> Title	<u>Marilynn Bragg</u> Signature
<u>Mary Ann Pool</u> Name	<u>Secretary/Treasurer</u> Title	<u>Mary Ann Pool</u> Signature
<u>Del Hosler</u> Name	<u>V.P./Sales Manager</u> Title	<u>Del Hosler</u> Signature

Mary Ann Pool
Mary Ann Pool, Secretary/Treasurer

**CITY OF SANTA MONICA
TERMS AND CONDITIONS FOR PURCHASE ORDERS
(FOR GOODS AND SERVICES)**

1. **PURCHASE OF GOODS & SERVICES.** City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") and to provide the services related to the installation or delivery of such goods ("Services") set forth in (i) the City's Notice Inviting Bids or other written solicitation of bids by the Purchasing Agent ("City's Bid Documents") and (ii) Vendor's Bid in response thereto ("Vendor's Bid"). The City's Bid Documents and the Vendor's Bid shall be referred to collectively as the "Bid Documents." The Goods shall be in compliance with all of the standards and specifications set forth in the Bid Documents, and the Services shall be provided in a manner consistent with that level of care and skill ordinarily exercised by members in the same profession, practicing in the same locality under similar conditions. In the event of any conflict, the order of precedent shall be as follows: (i) specifications set forth in this Purchase Order; (ii) City's Bid Documents; and (iii) Vendor's Bid. There shall be no substitution of Goods or Services, without the prior written authorization of the Purchasing Agent.
2. **DELIVERY DATE.** The Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship/Bill To" and Services must be provided by the Vendor by or before the request date specified therein ("Required Delivery Date"). Any failure by the Vendor to meet the Required Delivery Date will constitute a material default of this Purchase Order and the City may cancel any Goods not delivered in a timely manner. The Vendor must notify the City immediately if the Vendor reasonably believes the Vendor will not be able to meet the Required Delivery Date for any reason and provide the City with a schedule that the Vendor reasonably believes it will be able to meet.
3. **PURCHASE PRICE.** The purchase price for the Goods and Services shall be the amount set forth in this Purchase Order. Vendor represents that the prices quoted to or paid by the City will not exceed current prices charged to any other customer by the Vendor on the Execution Date for items that are the same or substantially similar to the Goods, taking into consideration the quantity under consideration, and the Vendor will forthwith refund any amounts paid by the City in excess of the price.
4. **CANCELLATION.** The City reserves the right to cancel any portion of this Purchase Order at any time prior to the delivery of Goods and Services.
5. **DELIVERY RISK OF LOSS.** All orders will be F.O.B. destination if not otherwise specified. Risk of loss or damage to the Goods shall remain with the Vendor until the Goods have been delivered to and accepted by the City. All Goods and Services will be received by the City subject to its right of inspection, rejection, and revocation of acceptance under the Uniform Commercial Code. The City will be allowed a reasonable period of time to inspect the Goods and Services and to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods and Services that do not conform to the terms and conditions of the Bid Documents. Any Goods and Services rejected may be returned to the Vendor at the Vendor's risk and expense.
6. **INVOICES.** An invoice must be mailed to the City at the address specified in the Purchase Order as "Ship/Bill To" no later than the 5th day after shipment is made. Individual invoices must be issued for each shipment against each Purchase Order. Invoices must contain the Purchase Order number, description of Goods and Services, unit price, quantities billed, extended totals, and applicable taxes as set forth in Section 8 of this Purchase Order.
7. **PACKING AND SHIPPING.** Deliveries must be made as specified, without charge, for boxing, crating or storage unless otherwise specified. Goods must be suitably packed to secure lowest transportation costs and, in accordance with the requirements of common carriers, in a manner to assure against damage from weather or transportation. The City's order numbers and symbols must be plainly marked on all invoices, packages, and shipping orders. Packing lists specifying the quantity, description, and Purchase Order Number must accompany each box or packing shipment. The City's count or weight will be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by the City will be shipped in separate boxes or containers for each destination, at no charge.
8. **TAXES.** The Vendor must separately state on all invoices any taxes imposed by the local, state or federal state government applicable to furnishing of Goods and Services; provided, however, where a tax exemption is available, the tax must be subtracted from the total price and identified. Unless otherwise set forth in the Purchase Order, the purchase price will be considered to include state and city sales or use tax.
9. **WARRANTY.** The Vendor warrants that all Goods will conform to applicable specifications, drawings, description, and samples, and will be merchantable, of good workmanship in material, and free from defect. Unless manufactured pursuant to detailed design furnished by the City, the Vendor assumes design responsibility and warrants the Goods to be free from design defect and suitable for the purposes intended by the City, and that such Goods if installed by the Vendor shall conform to applicable specifications. The Vendor's warranties, together with its service guarantees, must run to the City and its customers or users of the Goods and Services and must *not* be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods and Services must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

10. **CHANGES.** The City has the right, by written notice, to change the quantity or specifications of the Goods and Services ordered and the terms of shipment or packaging of Goods. Upon receipt of any notice, the Vendor will proceed promptly to make the changes in accordance with the terms of the notice. If any change causes an increase or decrease in the cost or performance or in the time required for performance, an equitable adjustment must be negotiated promptly and the contract modified in writing accordingly. The Vendor must deliver to the City as promptly as possible, and in any event within 30 days after receipt of change notice, a statement showing the effect of any change in the delivery dates and prices; the statement must be supplemented within 30 days by detailed specification of the amount of the price adjustment and supporting cost figures. The Vendor's failure to submit the statements within the time limits stated will constitute its consent to perform the change without increase in price, without claim for material rendered obsolete, and without change in delivery schedules.
11. **BUSINESS LICENSE.** The Vendor must obtain a City business license, unless the Vendor qualifies for an exemption.
12. **INDEMNITY.** The Vendor assumes all responsibility for, and agrees to undertake, to protect, indemnify, defend, and hold harmless the City, the City Council, each of its members, present and future, and its officers, employees, and agents (collectively, the "City"), from and against any and all liabilities, losses, claims, suits, judgments, and causes of action for damage to property and injuries to persons, including death, and from any cost and expense, including recall expenses and attorney's fees, arising out of or related to: (i) Goods and Services provided pursuant to this Purchase Order; (ii) Vendor's negligence; (iii) allegations that the Goods are defective in manufacture or design; and (iv) any patent related to the Goods.
13. **INTERPRETATION.** The terms of this Purchase Order should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Purchase Order or any other rule of construction that might otherwise apply.
14. **GOVERNING LAW; JURISDICTION.** This Purchase Order shall be construed in accordance with and governed by the laws of the State of California. The purchase of Goods shall take place in Santa Monica, California. For any dispute arising from this Purchase Order, the parties consent to jurisdiction and venue in either the Los Angeles Superior Court, West District, or the United States District Court for the Central District of California.
15. **NONTRANSFERABILITY.** The Vendor may not transfer or assign this Purchase Order without the prior written approval of the Purchasing Agent, which may be withheld in his or her sole discretion.
16. **DISCOUNTS.** The date used as the basis for discount calculation shall be computed from the date of receipt of invoice, Goods and Services, whichever is later.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor agrees to comply with all applicable federal, state, and local law in connection with the performance of this Purchase Order.
18. **INTEGRATION; AMENDMENT.** This Purchase Order represents the entire understanding of the City and the Vendor as to those matters contained herein. No prior oral or written understanding will be of any force or effect with respect to the terms of this Purchase Order. The Purchase Order may not be modified except in writing through an amended Purchase Order.
19. **INSURANCE.** Unless approved by the City in writing, the Vendor shall provide, prior to the performance of Services required by this Purchase Order, the following minimum levels of insurance set forth in Exhibit 1, which is attached hereto and incorporated herein by reference. Additional coverages may be required in the Specifications part of this bid packet.
20. **SANTA MONICA LIVING WAGE ORDINANCE.** This Purchase Order (is is not) subject to the City of Santa Monica's Living Wage Ordinance. The City of Santa Monica Municipal Code Chapter 4.85, Living Wage Ordinance (LWO), establishes a minimum wage per hour (the current rate is posted online at: (<http://www01.smgov.net/finance/purchasing/>) and provides for an annual adjustment each July 1st by an amount corresponding to the previous calendar year's change in the Consumer Price Index for Urban Wage Earners and Clerical Workers in Los Angeles, Riverside and Orange Counties), for certain employees of contractors providing services to the City where services exceed \$54,200 and requires that contractors also provide the same health care and other benefits to employees' same sex spouses and domestic partners as are provided to other employees' spouses. An employee covered by the LWO is any person who does not actually work as a manager, supervisor, or confidential employee, and who is not required to possess an occupational license. Vendors with collective bargaining agreements covering those employees assigned to contract are exempt from the wage requirements of the Living Wage Ordinance only if the waiver is explicitly set forth in such agreement in clear and unambiguous terms. If this Purchase Order is subject to such Living Wage Ordinance, then the Vendor shall comply with all of its provisions. Failure to comply with the provisions of the Living Wage Ordinance shall be grounds for termination of this Purchase Order. Questions concerning the Living Wage Ordinance may be directed to the City Finance Department at (310) 458-8281.

EXHIBIT 1 TO TERMS AND CONDITIONS OF PURCHASE ORDERS FOR GOODS AND SERVICES

INSURANCE REQUIREMENTS AND VERIFICATION

Prior to commencing work, the Vendor shall procure and maintain at Vendor's own cost and expense for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Vendor, or the Vendor's agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Vendor's bid.

Without in any way affecting the indemnity provided, the Vendor shall secure before commencement of the work and maintain throughout the term of the contract the following types and amounts of insurance:

A. Minimum Limits of Insurance.

Vendor shall obtain insurance of the types and in the amounts described below:

1) Commercial General Liability Insurance

Vendor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.

2) Business Auto Liability Insurance

Vendor shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.

3) Workers' Compensation and Employer's Liability Insurance

Vendor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

B. Minimum Scope of Insurance.

1) CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse, and underground hazards.

2) Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City of Santa Monica. At the option of the City of Santa Monica, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Santa Monica, its officers, officials, employees, or volunteers; or the Vendor shall provide a financial guarantee satisfactory to the City of Santa Monica guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

D. Other Insurance Provisions.

(1) **General Liability and Vehicle Liability Coverages Only.**

(a) City of Santa Monica, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Vendor; and with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insureds mentioned in this paragraph shall not, by reason of their inclusion as additional insureds, become liable for any payment of premiums to carriers for such coverage.

(b) For any claims related to this project, the Vendor's insurance coverage shall be primary as respects the City of Santa Monica, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Santa Monica, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

(2) **Workers' Compensation and Employer's Liability Coverages.**

The insurer shall agree to waive all rights of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers for losses arising from activities and operations of Vendor in the performance of services under the contract.

(3) **All Coverages.**

(a) Each insurance policy required by this Purchase Order shall be endorsed to state that coverage shall not be canceled except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of the Agreement.

(b) If Vendor, for any reason, fails to maintain the required insurance coverage, the same shall be deemed a material breach of contract. The City, at its sole option, may terminate this Purchase Order and obtain damages from the Vendor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the Vendor, City may deduct from sums due to the Vendor any premium costs advanced by the City for such insurance.

E. **Acceptability of Insurers.**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

F. **Verification of Coverage.**

Vendor shall furnish the City of Santa Monica with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Santa Monica or on other than the City of Santa Monica's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Santa Monica before work commences. The City of Santa Monica reserves the right to require complete, certified copies of all required insurance policies, including endorsements effectuating the coverage required by these specifications at any time.

G. **Subcontractors.**

Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**CITY OF SANTA MONICA
BUSINESS LICENSE & INSURANCE REQUIREMENTS**

Check where applicable:

1. Do you come onto City of Santa Monica property to perform your service?

Yes No

2. Do you deliver parts and/or products in your own company vehicle?

Yes No

If you checked "yes" to either or both questions, please refer to the information below for business license & insurance requirements.

- If you come onto City of Santa Monica property to perform your service, you will be required to have a City of Santa Monica business license AND insurance (see below for descriptions).
- If you deliver parts and/or products in your own company vehicle and do not perform any service except delivery, you will be required to have a City of Santa Monica delivery license ONLY (see below for descriptions).

INSURANCE

Awardee will be required to provide and maintain proof of insurance in the following minimum limits:

1. **Commercial General Liability Insurance**
Vendor shall maintain commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 in the annual aggregate.
2. **Business Auto Insurance**
Vendor shall maintain business auto liability with a limit of not less than \$1,000,000 each accident.
3. **Workers' Compensation and Employer's Liability Insurance**
Vendor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of \$1,000,000 per accident for bodily injury or disease.

**** IMPORTANT NOTES ****

- General Liability – The City of Santa Monica **must** be endorsed as "additional insured" on the policy.
- Workers' Compensation – The waiver of subrogation against the City of Santa Monica, its officers, officials, employees, and volunteers **must** be endorsed on the policy.
- Cost of Insurance – Contact your insurance carrier prior to submitting pricing as there may be additional charges related to the City's insurance requirements.
- Acceptability of Insurers – Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:6 unless otherwise approved by the City's Risk Manager.

BUSINESS/DELIVERY LICENSE

Please call 310-458-8745 or visit our website for further information at: www.businesslicense.smgov.net

WILL YOU BE ABLE TO COMPLY WITH THE ABOVE REQUIREMENTS?

CAN COMPLY CANNOT COMPLY

The insurance and business license documentation is only required from the awardee.

**CITY OF SANTA MONICA
OAKS INITIATIVE NOTICE**

**NOTICE TO APPLICANTS, BIDDERS, PROPOSERS
AND OTHERS SEEKING DISCRETIONARY PERMITS, CONTRACTS, OR OTHER
BENEFITS FROM THE CITY OF SANTA MONICA**

Santa Monica's voters adopted a City Charter amendment commonly known as the Oaks Initiative. It prohibits a public official from receiving specified personal benefits from a person or entity after the official votes, or otherwise takes official action, to award a "public benefit" to that person or entity. Examples of a "public benefit" include public contracts to provide goods or services worth more than \$25,000 or a land use approval worth more than \$25,000.

The Oaks Initiative requires the City to provide this note and information about the Initiative's requirements. An information sheet on the Oaks Initiative is attached. You may obtain a full copy of the Initiative's text from the City Clerk.

In order to facilitate compliance with the requirements of the Oaks Initiative, the City compiles and maintains certain information. That information includes the name of any person who is seeking a "public benefit." If the "public benefit" is sought by an entity, rather than an individual person, the information includes the name of every: (a) trustee, (b) director, (c) partner, (d) officer, or (e) ten percent interest in the entity. Therefore, if you are seeking a "public benefit" covered by the Oaks Initiative, you must supply that information on the Oaks Initiative Disclosure Form.



CITY OF SANTA MONICA
OAKS INITIATIVE DISCLOSURE FORM

All persons or entities receiving public benefits defined below from the City of Santa Monica shall provide the names of trustees, directors, partners, and officers, and names of those with more than a 10% equity, participation or revenue interest. This information is required by City Charter Article XXII—Taxpayer Protection.

Name of Entity: BRAGG INVESTMENT Co., INC. dba COASTLINE EQUIPMENT

Name(s) of persons or entities receiving public benefit:

BRAGG INVESTMENT Co., INC.

Name(s) of trustees, directors, partners, and officers:

MARILYN BRAGG - PRESIDENT
MARY ANN POOL - SECRETARY/TREASURER

Name(s) of those with more than a 10% equity, participation, or revenue interest:

SAME AS ABOVE

Public benefits include:

1. Personal services contracts in excess of \$25,000 over any 12-month period;
2. Sale of material, equipment or supplies to the City in excess of \$25,000 over a 12-month period;
3. Purchase, sale or lease of real property to or from the City in excess of \$25,000 over a 12-month period;
4. Non-competitive franchise awards with gross revenue of \$50,000 or more in any 12-month period;
5. Land use variance, special use permit, or other exception to an established land use plan, where the decision has a value in excess of \$25,000;
6. Tax "abatement, exception, or benefit" of a value in excess of \$5,000 in any 12-month period; or
7. Payment of "cash or specie" of a net value to the recipient of \$10,000 in any 12-month period.

Prepared by: DEL HOSLER

Signature: *Del Hosler*

Date: 3-12-2012

Title: VICE PRESIDENT/GM

FOR CITY USE ONLY:

Bid/PO/Contract # _____ Permit # _____

**CITY OF SANTA MONICA
CITY POLICY ON DOING BUSINESS WITH ARIZONA FIRMS**

**NOTICE TO APPLICANTS, BIDDERS, PROPOSERS AND OTHERS SEEKING TO DO
BUSINESS WITH THE CITY OF SANTA MONICA**

The City Council of the City of Santa Monica adopted Resolution No. 10479 (CCS) on May 25, 2010, which requires a review of all current and likely future agreements and contracts with Arizona-based businesses to examine the feasibility of acquiring such products and services elsewhere while the Arizona law remains in effect.

Additionally, vendors offering goods or services to the City of Santa Monica must complete and sign the attached disclosure form; this applies to all solicitations, including but not limited to, bids and proposals. Please review, sign and submit the form with your bid packet prior to the closing date of bid.

Contractors that do not have headquarters in the State of Arizona and those that will not be working with Arizona-headquartered subcontractors to provide goods and/or services as specified in this solicitation will take priority in the bidding process.

NOTE: Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

Failure to return this form or inability to certify as to its provisions will render your bid or proposal non-responsive.

State of Arizona Disclosure Form - see next page.



CITY OF SANTA MONICA
STATE OF ARIZONA DISCLOSURE FORM

TO BE COMPLETED BY ALL VENDORS PROVIDING GOODS AND SERVICES TO THE CITY OF SANTA MONICA

Headquarter location or residency may not be considered as a factor if prohibited by applicable law.

Please check the appropriate boxes below.

Our company's headquarters are located in the State of Arizona.

[] Yes [x] No

Goods or services pertaining to this solicitation will be provided by a subcontractor whose business is headquartered in the State of Arizona.

[] Yes [x] No

If the response to the statement above was "yes", please list any and all subcontractors headquartered in the State of Arizona that may be providing goods or services (pertaining to this solicitation) to the City of Santa Monica. If more than one, attach a list of additional subcontractors, including the physical address of each location.

Name of Subcontractor: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

*** PORTION BELOW TO BE COMPLETED BY ALL VENDORS ***

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed: [Signature] Date: 3/7/12

Printed name: DEL HOGLER Title: VICE PRESIDENT/G.M.

Name of Company: BRAGG INVESTMENT Co., INC. dba COASTLINE EQUIPMENT

Street Address of Headquarters: 6188 PARAMOUNT BLVD.

City: LONG BEACH State: CA Zip Code: 90805

Telephone # (including area code): 562-272-7400 Email: del.hogler@coastlineequipment.co

FOR CITY USE ONLY
NOTES: _____

**CITY OF SANTA MONICA
NO BID FORM**

Name of Company

Bid# 3089

Name of Company Representative

Signature

To: All Bidders

Please respond to the attached bid request. If you need any assistance or the specifications are not clear, please contact the Purchasing Office immediately.

Note: If you are not going to respond to the bid request, please check the appropriate box below and fax this letter to 310-393-6142.

Cannot furnish goods or services as specified (indicate why):

Not interested. Please remove our company from the bid list.

Other – state reason that no bid is being submitted.

Thank you,

Monica Diaz
Buyer

**CITY OF SANTA MONICA
BID SPECIFICATIONS**

BID# 3089

GENERAL CONDITIONS

The intent of this specification is to describe two new and unused four wheel drive backhoe loaders to be used by the Water Department.

The vehicle/equipment covered by these specifications shall be complete with all equipment and accessories necessary for satisfactory operation. All equipment advertised as standard shall be furnished, without exception, and included in the purchase price of the unit. The City requires that vendors submit a unit price for a diesel powered vehicle.

APPLICABLE SPECIFICATIONS

The vehicle furnished, including all equipment and accessories, must meet the listed specifications, including the requirements of California Vehicle Code, California Air Resources Board, Southern California Air Quality Management District, California Environmental Protection Agency, Federal Motor Vehicle Safety Standards, and CAL-OSHA Standards as applicable. Bidders are required to state their compliance to these specifications at the end of each section. Any deviations, changes or exceptions must be noted.

BOOKS, MANUALS AND TECHNICAL INFORMATION

Complete and accurate copies of the following items shall be furnished for this specification at time of delivery at no additional cost to the City. All information is to be delivered to the Fleet Management Division, 2500 Michigan Avenue, Santa Monica, CA 90404. Manuals supplied must be for unit ordered by the City of Santa Monica. Manuals describing general procedures are not acceptable. OEM CDs will be accepted in lieu of paper manuals.

Description and total copies required as follows:

1. Operator's Instruction Manual (1 copy)
2. Lubrication Instructions (1 copy)
3. Shop Maintenance Manuals (1 copy)
4. Illustrated Parts Book (1 copy)

TRAINING

The successful bidder shall provide, at no additional cost, a qualified instructor(s) to conduct training classes for up to 8 hours of instruction for City equipment mechanics and operations personnel. Such training shall be conducted at the job site.

GUARANTEED DELIVERY DATE

Bidder shall state the guaranteed delivery date on the bid form.

<u>John Deere Backhoe or equal</u>	Bidder's Exceptions
State: JOHN DEERE 3155K Year: <u>2012</u>	AS SPECIFIED
ENGINE The backhoe loader shall have a 4-cylinder, turbocharged diesel engine with a net peak power of 93 hp @ 2,000 RPM minimum per ISO 9249.	AS SPECIFIED
The engine shall provide a net peak torque of 288 lb-ft @ 1300 RPM. Net torque rise shall be 47% minimum.	AS SPECIFIED
Wet sleeve cylinder design. Turbocharged. Fan, sucker type. Fan safety guard. Coolant recovery tank.	AS SPECIFIED
Dual stage air cleaner Single serpentine belt for fan and alternator. Automatic self-adjusting belt tensioner. Vertical spin-on engine oil filter. Engine shall be Tier IV Interim Compliant.	AS SPECIFIED <i>SEE ATTACHED LETTER FROM JOHN DEERE</i>
ELECTRICAL 12-volt negative ground system. Minimum 90 amp alternator. Master electrical disconnect switch. Horn (SAE J994, J1446). Lights, four (4) front, four (4) rear, two (2) side, turn signal/flashing, rear stop and tail. Back up alarm. Blade-type fuses.	AS SPECIFIED
TRANSMISSION Four (4) speed forward, three (3) reverse. Powershift. Single stage, dual phase torque converter. Electrically actuated twist grip F-N-R. Electrical clutch cutoff switch mounted on loader control lever.	AS SPECIFIED

<u>John Deere Backhoe or equal- Continued</u>	Bidder's Exceptions
<p>BRAKES The brakes also shall provide the following: Service brakes power assisted hydraulic wet disc, mounted in-board, pressure cooled and lubricated, self-adjusting/self-equalizing. Individual pedals for combined or separate application. Parking/Emergency brake independent of service brakes, spring applied, hydraulically released, and controlled by an electric switch on console. Parking brake that for safety, applies automatically whenever engine is shut down. Parking brake will neutralize transmission so that it cannot be driven through in any gear.</p>	AS SPECIFIED
<p>HYDRAULIC SYSTEM Type - Open center system. Pump – tandem, gear pump with unloader. Pressure – System relief 3,625 psi. Flow - 28 GPM loader, and 36 GPM backhoe. Hydraulic filter - spin on replaceable type. O-ring face seal fittings (ORFS). Fittings shall be welded to cylinder barrels. Steel hydraulic lines welded directly to cylinder barrels will not be accepted. Loader control – Three (3) spool valve with single lever control and auxiliary control lever for multi-purpose bucket. Independent isolation mounted stabilizer valve. Independent hydraulic reservoir</p>	AS SPECIFIED
<p>TIRES Front 12.5/80-18, 10 PR, I-3. Rear 16.9-28, 24, 10 PR, R4.</p>	AS SPECIFIED
<p>BACK UP ALARM Unit shall be equipped with an automatic backup audible alarm that sounds immediately on backing</p>	AS SPECIFIED
<p>LOADER Single dump cylinder design. Bucket level indicator. Return-to-dig feature. Hydraulic self-leveling. Loader boom service lock. 1.31 cu. yd. heaped capacity multi-purpose (4-in-1) loader bucket with bolt-on cutting edges, width - 92". Single lever control with auxiliary lever to operate clam. Break out force: 9,650 lbs.</p>	AS SPECIFIED

<u>John Deere Backhoe or equal- Continued</u>	Bidder's Exceptions
<p>LOADER- Continued Lifting capacity at full height: 6,600 lbs. Height to bucket hinge pin, maximum: 11 Ft. 2 In. Bucket dump clearance at 45 degrees: 8 Ft. 7 In. Bucket dump angle, maximum: 45 degrees. Reach at full height bucket at 45 degrees: 32 In. Rollback angle at ground level: 40 degrees. Digging depth below ground, bucket level: 7.3 In.</p>	<p>AS SPECIFIED</p>
<p>OPERATOR'S STATION Shall have a modular-design ROPS/FOPS canopy with a molded roof and be isolation mounted. Must conform to SAE J1040. Cab: Headliner, dome light, left and right cab doors, tinted safety glass, one rear and front windshield wiper, fresh air intake heater/defroster/pressurizer air conditioning, AM/FM radio. Shall have left and right access. Cab shall have latches to capture doors and windows in open position. Shall have slip-resistant steps and ergonomically located handholds. SAE J185. Shall have a coat hook, two (2) 12-volt outlets, built-in beverage holder, and built-in operator's manual storage compartment. Shall have interior rearview mirror, SAE J985. Shall have hand throttle and suspended foot throttle. Shall have illuminated electronic engine coolant temperature gauge with audible warning. Shall have illuminated electronic oil temperature gauge with audible warning. Shall have illuminated electronic fuel gauge. Shall have digital display of engine hours, engine RPM, system voltage, and diagnostic codes. Shall have monitor system with the following visual warnings: engine air restriction indicator, engine oil pressure indicator with audible warning, hydraulic filter restriction indicator, parking brake on/off indicator with audible warning, seat belt indicator, and low brake pressure indicator. Air suspension, fabric swivel seat with armrests, lumbar support, and adjustable backrest. Shall have 3" wide seat belt with retractor, SAE J386. Two front/two rear halogen driving/working lights, 35,200 candle power, SAE J99. Six additional halogen work lights, 32,500 candle power each, two front, two rear, and two side. Two front and two rear flashing/turn signals. Tilt steering wheel.</p>	<p>AS SPECIFIED</p>

<u>John Deere Backhoe or equal- Continued</u>	Bidder's Exceptions
<p>BACKHOE Shall be a side-shift design with position lock. Shall have heavy lifting capacity. Boom lock shall utilize mechanical linkage, no cables. Stabilizers shall be the vertical (up-and-down) type with independent side console mounted stabilizer controls, rubber stabilizer pads, and hand throttle. Extendable dipper stick. 18 Ft. maximum digging depth. Two-lever, pilot backhoe controls with pattern selector feature. Backhoe loader to be delivered with the following bucket sizes, all buckets shall be Wain-Roy SD1 profile with shanks and teeth. One (1) 12" width, 3.3 cubic feet One (1) 18" width, 5.0 cubic feet One (1) 24" width, 7.2 cubic feet a) Shall have a Wain-Roy hydraulic release quick change coupler. b) Backhoe shall be equipped with hydraulic piping and selective flow valve to accept installation of breaker. c) Piping shall be terminated on dipper stick with flat faced quick disconnect fittings. d) Backhoe Performance</p> <ol style="list-style-type: none"> 1. Digging Force Bucket 15,236 lb. 2. Digging force crowd 8,090 lb. 3. Swing arc 180 degrees. 4. Bucket Rotation 190 degrees. 5. Side-shift from centerline: 23 in. 7. Wall to swing centerline: 24.4 in. 8. Stabilizer Width: 7 Ft. 10 in. 9. Maximum Digging Depth: 18.0 ft. 10. Reach from swing pivot: 21 ft 9 in. 	<p>AS SPECIFIED</p>
<p>HYDRAULIC HAMMER Shall have an AEM Tool Energy Rating of no less than 475 foot pounds, working weight of no less than 950 lbs., 650-1,500 bpm, 13-40 gpm range, 1,450-2,320 psi., 3 in. tool diameter minimum. Shall not exceed 85 dB(A) at 10 meters. Hammer shall include WainRoy bracket, hose whips with quick disconnect couplers,moil point, asphalt cutter point, tool kit, and operating manual.</p>	<p>AS SPECIFIED</p>

<u>John Deere Backhoe or equal- Continued</u>	Bidder's Exceptions
<p>OVERALL VEHICLE Ride control. 1250 lb. front counterweight. Built-in tie-downs for transportation. Dent-resistant rear fenders. Two position easy tilt-up hood. Backup alarm. Slow moving vehicle emblem.</p>	<p>AS SPECIFIED</p>
<p>WARRANTY Unit shall have a one (1) year full machine warranty. In addition, structural components shall be warranted against manufacturer's defects for a period of not less than three (3) years. Bidder will supply a copy of warranties with bid</p>	<p>AS SPECIFIED</p>

**CITY OF SANTA MONICA
COST**

BRACG Investment Co., Inc dba **BID#3089**
Vendor name: COASTLINE EQUIPMENT

DESCRIPTION	QTY	UNIT PRICE
COST OF BACKHOE LOADERS (FOB SANTA MONICA, CA) \$ 116,745.00 EACH	2	\$ 233,490.00
*OPERATOR'S INSTRUCTION MANUAL	2	INCLUDED
*LUBRICATION INSTRUCTIONS	2	INCLUDED
*SHOP MAINTENANCE MANUALS	2	INCLUDED
*ILLUSTRATED PARTS BOOK	2	INCLUDED
SUBTOTAL		\$ 233,490.00
SALES TAX (9.25%)		\$ 21,597.83
WARRANTY	2	\$ incl.
TIRE FEE	2	\$ incl.
DELIVERY	2	\$ incl.
OTHER (PLEASE DESCRIBE)	2	\$
ON SITE TRAINING BY A FACTORY-TRAINING REPRESENTATIVE	2	INCLUDED
GRAND TOTAL		\$ 255,087.83
STATE GUARANTEED DELIVERY DATE: <u>180 days A.R.O.</u>		
<input checked="" type="checkbox"/> DO INCLUDE SPECIFICATIONS ON THE BACKHOE LOADERS THAT YOUR COMPANY IS PROPOSING		
<input checked="" type="checkbox"/> DO INCLUDE WARRANTY INFORMATION ON THE BACKHOE LOADERS THAT YOUR COMPANY IS PROPOSING		

***ALL MANUALS/CDS ARE TO BE SUPPLIED AT THE TIME OF DELIVERY OF THE BACKHOE LOADERS, SHOULD BE TYPED AND ENCLOSED IN BINDERS. ALL MANUALS AND WIRING DIAGRAMS MUST MATCH BACKHOE LOADERS AS BUILT.**

CITY OF SANTA MONICA
COST-Continued
BID#3089

STATE MAKE/MODEL: JOHN DEERE 3155K YEAR: 2012

DELIVERY WITHIN: 180 DAYS AFTER RECEIPT OF ORDER

DELIVERY: 2500 MICHIGAN AVE., SANTA MONICA, CA 90404

PRICING GOOD THROUGH: 11-01-2012

PAYMENT TERMS 0% N-30

*BIDDER TO ENTER PAYMENT DISCOUNT TERMS; OTHERWISE NET 30 DAYS WILL APPLY.

BID AWARD:

BID AWARD WILL BE CONTINGENT UPON CITY COUNCIL APPROVAL.



P. O. Box 22732, Long Beach, CA 90801-5732
6188 Paramount Blvd., Long Beach, CA 90805 • (562) 272-7400 • (714) 973-9220 • FAX (562) 272-7444
www.coastlineequipment.com

City of Santa Monica
Purchasing Section
1717 4th St.
Santa Monica, CA 90401

Re: #3089

Dear Sirs:

Thank you for the opportunity to bid on RFB #3089 for two (2) Four Wheel Drive Backhoe Loaders. Coastline Equipment is pleased to offer the new 2012 John Deere 315SK Backhoe Loaders. Because these units will begin production on July 1, 2012, specification sheets are currently not available. Nevertheless, I have included the previous 315SJ specifications and a letter from John Deere to confirm that our offering will meet or exceed the specifications required by the City.

Should you have any any questions, or require additional documentation, please contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Crebs", followed by the date "3-13-2012".

Thomas Crebs
Governmental Sales Manager
tom.crebs@coastlineequipment.com
cell 562-254-0667



JOHN DEERE

Kevin Kruck
Territory Sales Manager

Worldwide Construction & Forestry Company
Phone: 563-343-5230
E-mail: KruckKevinJ@JohnDeere.com

7 March, 2012

To whom it may concern:

Over the next six months, John Deere will be introducing many models of Tier 4 - Interim (iT4) construction equipment products in the less than 175 HP class. The technology used to meet iT4 will include an under-hood, Diesel Oxidation Catalyst (DOC) and Diesel Particulate Filter (DPF) technologies. Active and passive regeneration (or on-board filter cleaning) technologies will be utilized with an active alert for the operator. The 315SK sideshift backhoe loader will utilize emissions credits as part of John Deere's overarching emissions strategy to meet iT4 requirements and will be available for sale commercially in the US starting summer of 2012.

Regards,

Kevin Kruck
John Deere Construction and Forestry
Territory Sales Manager
Cell: 563.343.5230

315SK BACKHOE LOADER

315SK Standard Equipment

ENGINE:

John Deere PowerTech 4.5L (276 Cu. In.) Engine
 Turbocharged
 Wet Sleeve Cylinder Liners
 Serpentine Belt with Automatic Belt Tensioner
 Vertical Spin-On Engine Oil Filter

Spin-on Fuel filter with Water Separator
 Dual Safety Element Dry-Type Air Cleaner With Evacuator Valve
 Muffler, Underhood with Vertical Curved Exhaust Stack
 Auto-shutdown, operator selectable

COOLING SYSTEM:

Engine Radiator
 Engine Coolant -34 Degrees F (-37C)

Coolant Recovery Tank
 Suction Type Cooling Fan with Enclosed Safety Fan Guard
 Oil-to-Water Engine Oil Cooler

POWERTRAIN:

Powershift Transmission with Torque Converter
 Electronic Transmission controller with on-board diagnostics
 Single Electric Transmission
 Control Lever with integrated gear selection
 Vertical Spin-on transmission Filter
 Planetary Final Drives
 Differential Lock, Foot Switch Activated
 Mechanical Limited Slip Front Wheel Drive
 Hydrostatic Power Steering with Emergency Manual Mode
 Power-Assisted Hydraulic Service Brakes Inboard, Wet Disc, Self-Adjusting and Self-Equalizing (Conforms to ISO 3450)
 Parking/Emergency Brake: Independent of Service Brakes (Conforms to ISO 3450) Spring Applied, Hydraulically Released, Wet Multi-Disc

HYDRAULICS:

36 GPM (136 L/m) Tandem Gear Pump
 - Open Center

12 Volt System
 90-Amp Alternator
 (4) Front Drive/Work, (4) Rear Work and (2) side docking halogen lights (35,200 Candlepower Each)
 (2) Front and (2) Rear Turn Signal/Flashing
 (2) Rear Stop and Tail
 (2) Rear Reflectors
 Single Battery with 190 Minute reserve Capacity and 950 CCA
 Blade Type Multi-Fused Circuits

By-Pass Start Safety Cover on Starter
 Positive Terminal Battery Cover

OPERATOR STATION:

Modular Design ROPS/FOPS Level 2 Canopy Isolation Mounted with Molded Roof (Meets ISO3449 and ISO3471/SAE J1040)
 Left and Right Side Access
 Molded Floor Mat and Headliner
 Slip Resistant Steps and Ergonomically Located Handholds (Conforms to SAE J185)
 3 In. Seat Belt with Retractor
 Tilt Steering
 Fuel Gauge
 Engine Coolant Temperature Gauge
 Transmission Oil Temperature Gauge
 Electric Monitor System with Audible and Visual Warning:
 Air Cleander restriction
 Low Alternator Voltage
 Engine Coolant Temperature
 Engine Oil Pressure & Temperature

Hydraulic Filter Restriction
 Low Brake Pressure
 Seat Belt Indicator
 Transmission Oil Temperature
 Fuel
 Hourmeter / Tachometer / Voltmeter
 Machine Diagnostics
 Sealed Switch Module
 Keyless Start
 Machine Security
 12 Volt Outlets (2)
 Horn
 Interior Rearview Mirror
 Rotary Hand Trottle
 Suspended Foot Throttle
 Built-In Operator's Manual Storage

Dedicated Hydraulic Reservoir
6 Micron Vertical Spin-On Filter

"O" Ring Face Seal Connectors
Circuit Relief Valve Protection
Auto-idle

BACKHOE:
14 Ft. 6 In. (4.1 m) Digging Depth

Backhoe Transport Lock Lever
Swing Locking Pin Stored in Op.
Station
ISO (Deere) 2 Lever Mechanical
Backhoe Controls
Reversible Pad Stabilizer Feet with
integrated lock
Stabilizer Two-Direction Anti-Drift
Valves
Less Bucket with Bucket Pins

LOADER:
Return-To-Dig Feature
Bucket Level Indicator
Hydraulic Self-Leveling
(anti-spill)
Single Lever Control with Electric
Clutch Cut-off Switch
Less Bucket with Bucket Pins
Loader Boom Service Lock
High-Visibility Loader Arms
ELECTRICAL:

Compartment
Built-In Cup Holder
Coat Hook
OVERALL VEHICLE:
(2) Front and (2) Rear built-In tie
Downs
One Piece Unitized Construction
Mainframe
Extended Grille Frame
Dent Resistant Rear Fenders
Vandal Protection Locking for:
Engine Hood
Monitor
Tool Box
Fuel Tank
Hydraulic Reservoir
41 Gal. (155L) Fuel Tank
Reverse Warning Alarm
License Plate Bracket with
Light
19.5L - 24 In. 8 PR (R4) Tubeless
Rear &
12.5/80 - 18 In. 12 PR Traction
Front Sure Grip Lug Tires
Ground Level Fueling
Remote Grease Bank for Front Axle
Tilt Hood with (2) Service
Positions
JDLink in Approved Countries

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact your local John Deere dealer for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.

Attachment 2



City of Beverly Hills
 Department of Public Works & Transportation, Fleet Services
PRICE QUOTE REQUEST
 Telephone: (310) 285-2484
 FAX: (310) 278-1838

Item	Group	Component/Functional Description	Cost Proposal
1.	Intent	Equipment described herein is intended for fleet use by the City of Beverly Hills, Department of Public Works & Transportation, Water Distribution Division.	
2.	Purchasing Procedure:	City of Beverly Hills intends to take advantage of the pricing and purchasing terms stipulated in the City of Santa Monica (CSM) Purchase Order # 344088 OP for the tractor specified in CSM's Bid # 3089.	
3.	Tractor:	One (1) 2012 or newer, John Deere Front-end-loader/backhoe Tractor, Model 315SK; to include all manufacturer's standard equipment and those that are specified in CSM's Bid# 3089, unless, specifically added or deleted herein.	\$116,745.00
MAJOR STANDARD FEATURES			
4.	Engine:	4-Cyl Turbo diesel; Tier-4 Compliant; 96HP@2000RPM; 288 lb-ft torque@1300RPM; dual-stage air cleaner	INCL
5.	Drivetrain	Powershift 4-sp forward; 3-sp reverse	INCL
6.	Loader Performance:	Breakout force- 9650lbs; Lifting- 6600lbs; Height to bucket hinge pin-11'2"; self-leveling; return-to-dig feature; 1.31 yd ³ 4-in1 multi-purpose bucket with bolt-on cutting edges; single-level control.	
7.	Operator station:	Enclosed cab OPS/FOPS; AC; Heater/Defroster; Air-suspension swivel seat with safety belt; tilt-steering; AM/FM radio; Engine vital monitoring gauges and malfunction warning indicators; interior rear-view mirror; 2 12V outlets.	INCL
8.	Electrical:	90A alternator; Master-disconnect switch; horn; 4 front lights; 4 rear lights; 2 side lights; turn-signal, stop, and tail lights; horn; back-up alarm	INCL
9.	Backhoe:	Side-shift with position lock; boom lock actuated by mechanical linkages; up-and-down stabilizers with rubber pads; extendable dipper stick; 18-ft maximum digging depth; 2-lever, pilot backhoe control with pattern selector; Wain-Roy hydraulic release quick-change coupler; auxiliary hydraulic lines and selective flow valve for breaker tool.	INCL
12.	Backhoe Tools:	All buckets with Wain-Roy quick couplers - one (1) each: 12" 3.3 ft ³ ; 18" 5 ft ³ ; 24" ft ³ ; Hydraulic hammer rated not less than 475 ft/lbs; Moil point, asphalt cutter; tool kit and operating manual.	INCL
13.	Tires:	Front:12.5/80-18,10PR I-3; Rear: 16.9-28,24, 10PR, R4	INCL
14.	Misc features:	Ride control; 1250-lb front-mounted counterweight; transport tie downs; dent-resistant fenders; 2-position easy tilt-up hood; SMV emblem	INCL
15.	Warranty:	1-year full machine warranty	INCL
CITY OF BEVERLY HILLS OPTIONS			
16.	Cold Planer:	CONEQTEC Universal AP300III Backhoe Cold Planer; Number of pics-38; Cutting width-12"; Cutting Depth-6"; Hydraulic HP requirements- 24-70; Maximum hyd Flow-50 GPM; Maximum Pressure - 5000 psi; Wain-Roy compatible; Hydraulic jump lines and quick disconnect couplers.	10,325.00
17.	Extra keys:	Two (2) extra keys - total of 4 keys	INCL
18.	Registration:	DMV Plates	INCL
19.	Dust control:	Kit, Sprinkler	NOT AVAILABLE
			Subtotal 127,070.00
			Tax (8.75%): 11,118.63
			Tire Fee: \$8.75
			Total Purchase Price: 138,197.38

TERMS OF 0% Net - 30 Days
 Date: 10-23-2012
 Signature: *Thomas Crebs*
 Print Name: Thomas Crebs, Government Sales Manager
 Vendor: Bragg Investment Co., Inc. dba Coastline Equipment
 Address: 6188 Paramount Blvd.
 City/State/Zip: Long Beach, CA 90805
 Email: tcrebs@cox.net; tom.crebs@coastlineequipment.com
 Phone: (562) 272-7400; (714)973-9220
 Fax: (562)272-7444