



## AGENDA REPORT

**Meeting Date:** June 16, 2015  
**Item Number:** D-10  
**To:** Honorable Mayor & City Council  
**From:** Craig Crowder, Fleet Manager  
**Subject:** APPROVAL OF A PURCHASE ORDER TO LOS ANGELES TRUCK CENTER, LLC DBA LOS ANGELES FREIGHTLINER FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$658,374.08 FOR PURCHASE OF TWO (2) CNG FUELED SOLID WASTE COLLECTION VEHICLES  
**Attachment:** 1. City of Los Angeles Purchase Order #0001542313 to Los Angeles Freightliner  
2. Specification Pricing Detail from Los Angeles Freightliner  
3. Price Quote from Los Angeles Freightliner  
4. Piggy-Back Approval Letter from Los Angeles Freightliner

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### RECOMMENDATION

Staff recommends that the City Council (1) find that the conformance with the bidding procedures in the Municipal Code would be contrary to the best interests of the City, (2) waive the bidding requirements as the City is utilizing the City of Los Angeles Supply Services purchasing contract, and (3) move to approve a purchase order in the amount of \$658,374.08 to Los Angeles Truck Center, LLC dba Los Angeles Freightliner for the purchase of specified Solid Waste collection vehicles.

### DISCUSSION

Following an annual evaluation of the City's vehicle and equipment fleet, Fleet Services staff has determined that the below-listed solid-waste-collection trucks have either met or exceeded their life expectancies:

<u>ID #</u>	<u>YEAR/MAKE/MODEL</u>	<u>PROGRAM NO. / DESCRIPTION</u>
257	2005 STERLING CONDOR	83005201 / Solid Waste Residential
258	2005 STERLING CONDOR	83005201 / Solid Waste Residential

Replacement vehicle selections are determined by a number of considerations to include; right-sizing vehicles for Divisional operations, minimizing mobile source emissions from on and off road vehicles and reducing the use of nonrenewable polluting transportation fuels, in support of the Beverly Hills Sustainable City Plan to reduce both air pollution and the City's carbon footprint.

After a joint deliberation with the Public Works Services Department (PWSD) Solid Waste Division staff, Fleet Services concurred with the PWSD's request to replace their vehicles with assignment specific selections to include Autocar ACX / AMREP CNG Automated Side Loader Solid Waste Collection Vehicles. These replacement vehicles provide operational familiarity with projected enhanced reliability through upgraded systems design and are necessary in order to satisfy job duty requirements and also ensure that the vehicles in the City fleet are safe, reliable, modern and relevant to the user's current and future needs.

After careful evaluation of various purchasing options and pricing, staff determined that it is in the best interest of the City not to proceed with its own bid process and utilize the bid process of the City of Los Angeles Supply Services Division Specification #1410-001B-3 and corresponding Purchase Order #0001542313 for Automated Side Loader Solid Waste Collection Vehicle (See Attachment 1). The City of Los Angeles found that Los Angeles Freightliner was the lowest responsible bidder for its Solid Waste Collection Vehicle specification. Staff determined that using the City of Los Angeles resources, manpower and purchasing power gives the City the best pricing opportunity. Los Angeles Freightliner intends to extend the same terms, conditions and prices that are stipulated in its contract with the City of Los Angeles, which commenced on September 12, 2014, to the City of Beverly Hills with modifications to the vehicle specifications as noted in the chart below and described in the specification quote (See Attachment 2).

Staff recommends the approval of a purchase order in the not-to-exceed amount of \$658,374.08 to Los Angeles Truck Center, LLC dba Los Angeles Freightliner for the purchase of two (2) CNG Fueled Solid Waste Collection Vehicles at the prices listed below which is based on City's current price quote from Vendor (See Attachment 3).

**FISCAL IMPACT**

Summary of the Vendor's price quote for the CNG Fuelled Solid Waste Collection Vehicle specified by City is as follows:

One (1) CNG Fuelled Solid Waste Collection Vehicle per the City of Los Angeles Purchase Order #0001542313 (Attachment 1)	\$325,905.35
City of Beverly Hills Deletions	-\$65,286.00
City of Beverly Hills Additions	\$51,080.00
3% Early Payment Discount	-\$9,777.16
<b>Subtotal</b>	<b>\$301,922.19</b>
Document Fee	\$65.00
Tax (9.0%)	\$27,178.85
Tire Fee:	\$21.00

Meeting Date: June 16, 2015

<b>Unit Total:</b>	<b>\$329,187.04</b>
<b>Purchase Total (2X):</b>	<b>\$658,374.08</b>

Funding for this purchase is appropriated from the Fiscal Year 2014-2015 Council-approved budget.

<b>Program # / Description of Fund Source</b>	<b>Amount</b>
49008502-850000-08502 / Vehicle Replacement	\$658,374.08

  
George Chavez  
Approved By

# **Attachment 1**

City of Los Angeles, California  
Purchase Order

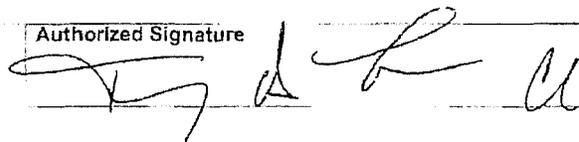
City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor: 0000037292  
LOS ANGELES FREIGHTLINER  
2429 S PECK ROAD  
WHITTIER CA 90601

Purchase Order 0001542313	Date 09/12/2014	Page 1
Buyer Claudia Landrum		
Payment Terms 3.00%/26D	Freight Terms FOB Destination	Ship Via Ven Choice
Ship To:	GS DEPT FLT SERV 7TH ST EAST 2310 E 7TH STREET LOS ANGELES CA 90023	
Bill To:	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012	

Line-Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1-	1	RCV AUTOMATED, SIDE LOADER, 2015 AUTOCAR ACX as per Attachment B - Spec. No. 1410-001B-3 (Budget Ref. No. 1410-001B) (15 of 15 Units) - 15 Replacement Units BOS # 2	15.00	EA	325,905.350004	4,888,580.25	06/22/2015
					<b>Sales Tax:</b>	439,972.22	
					<b>Schedule Total</b>	<u>5,328,552.47</u>	
					<b>Item Total</b>	<u>5,328,552.47</u>	
2-	1	Manual Sets	15.00	ST	450.00000	6,750.00	06/22/2015
					<b>Sales Tax:</b>	607.50	
					<b>Schedule Total</b>	<u>7,357.50</u>	
					<b>Item Total</b>	<u>7,357.50</u>	

Authorized Signature



## City of Los Angeles, California Purchase Order

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

**Vendor:** 0000037292  
LOS ANGELES FREIGHTLINER  
2429 S PECK ROAD  
WHITTIER CA 90601

<b>Purchase Order</b> 0001542313	<b>Date</b> 09/12/2014	<b>Page</b> 2
<b>Buyer</b> Claudia Landrum		
<b>Payment Terms</b> 3.00%/26D	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Ven Choice
<b>Ship To:</b> GS DEPT FLT SERV 7TH ST EAST 2310 E 7TH STREET LOS ANGELES CA 90023		
<b>Bill To:</b> City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012		

Line-Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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**HEADER COMMENTS:**

Req ID 0003071902

You are hereby notified of the award of this Purchase Order (PO) with the City of Los Angeles in accordance with RFQ number 4169 for the items thereof. The entire RFQ (including Attachment A and specifications) or any items thereof, addendums, and general conditions comprise the PO. The Quotation document signed by the appropriate contractor and by duly authorized City officials is on file in the Purchasing Agent's office.

The PO is awarded for the following: \*\*\*\*Refuse Collection Vehicle: 2015 Autocar ACX\*\*\*\*

**Department Contact:**  
Ordering Department Contact Name: Joseph Casaletta

Telephone No.: (323) 526-9233

Address: 2310 E 7th Street, Los Angeles, CA 90023

E-mail Address: joseph.casaletta@lacity.org

Payment Terms: 3%/Net 27 Days      Delivery: 180-210 Days A R O

**OFF-PEAK DELIVERY AND PICK-UP HOURS/DELIVERY INSTRUCTIONS:**

The City of Los Angeles requires off-peak delivery and pickup of all commodities by City suppliers between the hours of 9:00 AM and 3:30 PM, Monday through Friday, to reduce traffic and vehicle emissions during morning and afternoon commute times. Suppliers are determined in compliance if the actual delivery or pickup time provides for arrival at the City location on or after 9:00 AM and on or before 3:30 PM.

Unless otherwise instructed by authorized City personnel, suppliers are required to schedule deliveries and/or pickups during the off-peak period. City departments sharing facilities that order products from the same supplier shall make every effort to coordinate off-peak deliveries and pickups with the supplier.

Emergency and critical need orders, or other non-conforming deliveries and pickups specifically requested by City departments shall not constitute a violation of this requirement. In addition, circumstances that are outside of the supplier's control and documented by the supplier to the ordering department's or the City Purchasing Agent's satisfaction shall not constitute a violation of this requirement.

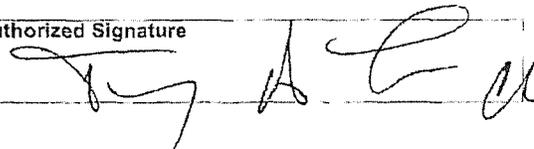
Noncompliance with this requirement may result in cancellation of a Purchase Order(s) or termination of Contract(s) between the City and the supplier.

If circumstances related to department operations preclude regularly scheduled deliveries between the hours of 9:00 AM and 3:30 PM, Monday through Friday, the affected City department shall notify the supplier of any allowable exception(s).

Ordering department contact is Joseph Casaletta at telephone number (323) 526-9233.

**ADDITIONAL QUANTITIES:**

The supplier states it will accept orders for additional quantities at the same prices, terms and conditions, providing the City exercises the option before 06/30/2015.

Authorized Signature  


## City of Los Angeles, California Purchase Order

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

**Vendor:** 0000037292  
LOS ANGELES FREIGHTLINER  
2429 S PECK ROAD  
WHITTIER CA 90601

<b>Purchase Order</b> 0001542313	<b>Date</b> 09/12/2014	<b>Page</b> 3
<b>Buyer</b> Claudia Landrum		
<b>Payment Terms</b> 3.00%/26D	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Ven Choice
<b>Ship To:</b>	GS DEPT FLT SERV 7TH ST EAST 2310 E 7TH STREET LOS ANGELES CA 90023	
<b>Bill To:</b>	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012	

Line-Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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Any extension(s) beyond above stated expiration date shall be upon mutual consent between the City and the supplier. In addition, any extension(s) agreed upon by both parties shall not exceed three (3) months after the original expiration date.

**STANDARD PRODUCT WARRANTY:**

The manufacturer's standard warranty shall be included with all products delivered to the City of Los Angeles. If an express warranty does not exist for the products delivered, the supplier provides the following warranty for defects in material and labor/workmanship.

Warranty for material defects: 1 year

Warranty for labor/workmanship defects: 1 year

In no case shall the supplier's warranty period be less than, but may be longer than any express warranty or implied warranty of merchantability or fitness for use.

**DELIVERY INSTRUCTIONS:**

Supplier shall contact the ordering department for specific delivery instructions prior to making deliveries.

**DELIVERY TIMES:**

All deliveries between 9 a.m. and 2 p.m. Monday through Thursday; no Friday deliveries.

**PERFORMANCE BOND:**

Supplier posted a faithful performance bond for 100% of the total contract price. Bond No. 58710485 was accepted on Track4LA (CA#626139) on 11/18/2014.

**DELIVERY COSTS AND CONDITIONS:**

Prices quoted shall include all delivery and unloading charges to the City of Los Angeles, Fleet Services, 2310 E. 7th Street, Bldg. "D", Los Angeles, CA 90023. Attn: Technical Services.

**Delivery Conditions:**

Deliveries shall be scheduled Monday through Thursday, between 9:00 A.M. and 1:30 P.M. The Technical Services Division of GSD/Fleet Services shall be notified at least two (2) days prior to actual delivery.

Fleet Services Contact: Technical Services  
Telephone: (323) 526-9204

**DELIVERY TIME EXTENSION:**

An extension of time for completion of delivery of the vehicles may be granted by the City, but only upon the written application to and approval of the City Purchasing Agent.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the execution of this RFQ, and which are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omission of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantine restrictions, or freight embargoes.

**LIQUIDATED DAMAGES FOR LATE DELIVERY:**

Delivery delays beyond the Contract/Purchase Order delivery date will result in added expense to the City. The City of Los Angeles shall be paid damages for such delay. Inasmuch as the amount of damage is extremely difficult to ascertain, the supplier agrees to compensate the City in the amount

Authorized Signature



## City of Los Angeles, California Purchase Order

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

**Vendor:** 0000037292  
LOS ANGELES FREIGHTLINER  
2429 S PECK ROAD  
WHITTIER CA 90601

Purchase Order 0001542313	Date 09/12/2014	Page 4
Buyer Claudia Landrum		
Payment Terms 3.00%/26D	Freight Terms FOB Destination	Ship Via Ven Choice
Ship To:	GS DEPT FLT SERV 7TH ST EAST 2310 E 7TH STREET LOS ANGELES CA 90023	
Bill To:	City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012	

Line-Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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of \$500.00 per calendar day beyond the delivery date specified. This amount shall be fixed as liquidated damages that the City will suffer by reason of such delay, and not as a penalty. The City shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier.

The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier, including, but not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargoes.

**NEW AND UNUSED VEHICLES:**

All vehicles furnished to the City shall be new and unused factory standard unless otherwise stated herein, and shall not have been operated, driven or caravanned in delivery to the City. Vehicles shall come equipped with all standard factory fittings, trim and accessories, unless otherwise noted in the specifications. Vehicles shall not have been used as demonstrators or for any other prior service.

**EXPERIMENTAL EQUIPMENT PROHIBITED:**

Supplier shall furnish equipment that is established as reliable through successful operation. Any experimental or unproven design is not acceptable. The manufacturer shall have not less than three years experience in the production of the Refuse Collection Vehicle of the size and capacity specified. The City will be the sole judge in determining acceptability of equipment offered.

**SERVICE AND PARTS:**

Successful bidder shall maintain adequate parts and service facilities in Southern California to properly service the Refuse Collection Vehicle throughout the time the equipment is in use by the City. Failure to have such facilities may result in rejection of the Quotation.

**DEALER SERVICE:**

The equipment furnished under this contract shall be completely serviced locally by the supplier prior to delivery. It shall be ready for operation when delivered. Any further servicing by the supplier will not be required, except in connection with repairs or adjustments covered by the manufacturer's or dealer's warranty.

**VEHICLE CODE:**

All vehicles delivered shall conform to the California State Vehicle Code and all other local, state and federal government laws, regulations and requirements.

**FACTORY INSPECTION:**

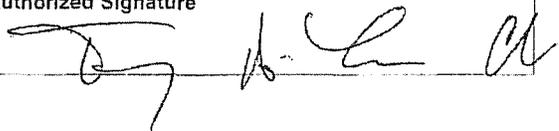
Prior to painting truck, a complete and operable unit shall be inspected and evaluated by the City of Los Angeles. All travel related costs, including transportation, meals, lodging, and travel related miscellaneous expenses for six (6) representatives of the City of Los Angeles to inspect and test the vehicle shall be provided by the contractor. However, all such costs shall be within the guidelines established under City of Los Angeles Administrative Code Division 4, Chapter 5, Article 4, Section 4.242.1 et seq.,

**NOTIFICATION:**

The contractor shall notify the City at (323) 526-9204 not less than five (5) days in advance that the vehicle is ready for the following inspections:

1. Initial inspection of components during preliminary stages of construction.
2. Pre-delivery inspection of completed vehicle.
3. Final inspection at point of delivery.

Authorized Signature



## City of Los Angeles, California Purchase Order

**City of Los Angeles Purchasing Agent**  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

**Vendor:** 0000037292  
LOS ANGELES FREIGHTLINER  
2429 S PECK ROAD  
WHITTIER CA 90601

Purchase Order 0001542313	Date 09/12/2014	Page 5
Buyer <u>Claudia Landrum</u>		
Payment Terms 3.00%/26D	Freight Terms FOB Destination	Ship Via Ven Choice

**Ship To:** GS DEPT FLT SERV 7TH ST EAST  
2310 E 7TH STREET  
LOS ANGELES CA 90023

**Bill To:** City of Los Angeles  
Supply Svcs., Accounts Payable  
555 Ramirez St., Space 312  
Los Angeles CA 90012

Line-Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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**REFUSE COLLECTION EQUIPMENT WARRANTY:**

In accordance with RFQ 4169.

- a. Entire unit: 12 months 3,000 hours
- b. Battery (prorated): 12 months 3,000 hours
- c. Other: Complete listing of Autocar standard and (or) component warranties refer to the provided Autocar Certificates.

**REFUSE COLLECTION EQUIPMENT EXTENDED WARRANTY:**

- a. Cab and Chassis: 3 years 300k miles
- b. Engine, Fan to Flywheel, "Cummins Protection Plan One": 5 years 150k miles
- c. Transmission: 5 years Unlimited miles
- d. Rear Axles (s): 5 years Unlimited miles
- e. Brake Chambers: 3 years 300k miles
- f. Frame and Crossmembers: 7 years Unlimited miles
- g. Major Components: 2 years Unlimited miles
- h. Thermal Wrap, Exhaust: 1 year Unlimited miles
- i. Safety Camera System: 7 years Unlimited miles
- j. Body Hyd. Pump: 7 years Unlimited miles
- k. PTO: 2 years 300k miles
- l. Mobile Radio: 2 years

**PRE-PRODUCTION MEETING:**

Upon award of contract, a pre-production meeting shall be scheduled between the supplier and the City of Los Angeles. Meeting shall be held at a time and place of mutual agreement to both parties. All costs, including transportation, lodging, meals, and typical business travel related expenses, for six (6) City representatives to attend this meeting shall be the responsibility of the supplier. However, all such costs shall be within the guidelines established under City of Los Angeles Administrative Code Division 4, Chapter 5, Article 4, Section 4.242.1 et seq..

**VEHICLE LICENSE:**

The contractor shall make all necessary applications and complete all transfer papers, including applying for exempt license plates. License plates (hard plates) shall be installed on the vehicle at time of pre-delivery inspection.

The registered owner shall be shown exactly as indicated below on all forms where the registered owner is listed (use abbreviations exactly as shown):

Los Angeles City  
c/o Purchasing Agent  
555 Ramirez St., Space B-10  
Los Angeles, CA 90012

Note: Prior to applying for exempt license plates, the contractor shall contact the City's Equipment Inspector at (323) 526-9204 to obtain a City of Los Angeles Equipment Identification Number for each vehicle/equipment item. This number must appear on the final registration certificate.

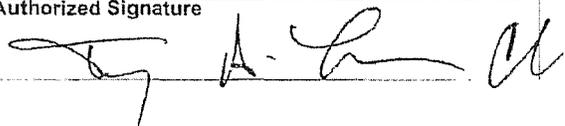
**SUPPLIER CONTACT:**

Contact Person: Ron Creighton

Title: Fleet & Municipal Sales Representative

Telephone No.: (909) 510-4406

Authorized Signature



**City of Los Angeles, California  
Purchase Order**

City of Los Angeles Purchasing Agent  
111 E 1ST STREET  
ROOM 110  
LOS ANGELES CA 90012

Vendor: 0000037292  
LOS ANGELES FREIGHTLINER  
2429 S PECK ROAD  
WHITTIER CA 90601

Purchase Order 0001542313	Date 09/12/2014	Page 6
Buyer Claudia Landrum	Payment Terms 3.00%/26D	Freight Terms FOB Destination
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Bill To: City of Los Angeles Supply Svcs., Accounts Payable 555 Ramirez St., Space 312 Los Angeles CA 90012		

Line-Sch	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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Fax No.: (562) 447-1544

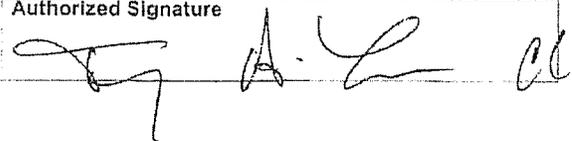
E-Mail Address: rcreighton@lafreightliner.com

24 Hour Contact No.: (562) 447-1200

Total SUT Code: 2 (9.0000%) 440,579.72

Total PO Amount 5,335,905.97

Authorized Signature



## CITY OF LOS ANGELES PURCHASE ORDER CONDITIONS

By accepting this Purchase Order, the Supplier hereby agrees to and is bound by the General Terms and Conditions for City of Los Angeles Purchasing Agent Contracts (GTC) and Supplemental Conditions and Requirements (SCR), or "Attachment A" - Request for Quotation Bidder Instructions and General Terms and Conditions for City of Los Angeles Purchasing Agent Contracts. Questions regarding the GTC and SCR or "Attachment A" shall be directed to the City Purchasing Agent's Office, to the attention of the Buyer listed on the Purchase Order, or the Procurement Analyst listed on the parent contract for Contract Purchase Orders.

"Attachment A" may be downloaded from the Internet at [www.lacity.org/gsd/bidder%20instructions.pdf](http://www.lacity.org/gsd/bidder%20instructions.pdf).

If delivery of the product(s) or service(s) cannot be made exactly as specified and at the price shown, notify the City Purchasing Agent immediately. Do not make delivery without the Purchasing Agent's written approval. Any correspondence other than invoices relating to this order must be sent to the Purchasing Agent.

Prices on the order include inside delivery to the Department unless otherwise specified on the order.

All materials furnished on this order will be subject to test and inspection and, if rejected, will be held for return to the supplier subject to order of shipper and subject to accrued charges.

Overshipments will not be accepted unless authorized or approved by the Buyer in advance and in writing.

The FOB point, terms, order number, name and address of the ordering department must appear on all invoices. All shipments, shipping papers and correspondence must be identified with the order number. All cartons must be marked with the order number and be accompanied by a detailed packing list. Materials must be packed and shipped in conformity with tariff or classification requirements.

The City of Los Angeles will not be responsible for equipment, materials or supplies delivered or furnished to the City without a valid Purchase Order or prior written authorization from the Purchasing Agent.

In accordance with Los Angeles Municipal Code, Chapter 2, Article 1, Section 21.00 et seq., the City requires that each Supplier shall maintain or obtain as necessary a Tax Registration Certificate Account Number (TRC) from the City Office of Finance. The Supplier's assigned TRC shall appear on every invoice for products or services delivered to the City. Delays in payment may occur for invoices that do not include the Supplier's valid TRC. Contact the Office of Finance at (213) 473-5901 for further information regarding this requirement.

This order may not be assigned or transferred to any entity or individual without the Purchasing Agent's written approval.

Payment discount period will be calculated from the date of receipt of invoice, or receipt of product(s) or service(s), whichever is later.

All products or services delivered shall meet the requirements of the City of Los Angeles Municipal and Administrative Codes, including but not limited to those stated in the GTC and SCR, "Attachment A", and these Conditions.

The Supplier shall hold the City of Los Angeles, its officers, agents and employees harmless from liability of any nature or kind on account of any copyrighted composition, secret process, patented or unpatented invention, article, materials or appliances furnished or used under this order.

The prices, terms and conditions of the parent contract are applicable and binding on all Contract Purchase Orders.

Suppliers that have not received payment in accordance with the terms of this order should immediately contact City of Los Angeles Payment Services, in writing, at 555 Ramirez Street, Space 312, Los Angeles, CA 90012. Notice shall include the order number, City Department receiving delivery, and if available, City employee contact name and telephone number at the delivery point.

# **Attachment 2**

City of Beverly Hills - Autocar ACX64 / Amrep ASL

	DEDUCTS	ADDS	
Amrep 7 Year Body Warranty	\$22,000.00	\$6,800.00	Allison Trans Retarder
Cummins ISL G 5Yr./150k Warranty	\$4,100.00	\$1,200.00	Amrep CNG Roof Mounted Brackets
Autocar 3 Year Chassis Warranty	\$7,000.00	\$4,400.00	13200 lb. Steerable Tag Axle
EJ Ward Canceiver	\$455.00	\$4,100.00	Cummins ISL G 5Yr./150k Warranty
Allison 3000RDS Transmission	\$4,787.00	\$4,530.00	Scales - Trojan SI 9100LD
PTO Autocar Supplied	\$1,460.00	\$3,500.00	Intec Cameras (3)
44,000 lb. Rear Axle	\$962.00	\$24,600.00	60 DGE CNG Roof Mounted Tanks
Aluminum Wheels (10)	\$3,410.00	\$1,950.00	Dual Methane Detection - Cab & Engine
City of LA Lighting Package	\$6,800.00		
Difference in CNG Tanks	\$6,900.00		
AWTI - 3rd. Eye Camera	\$7,412.00		
Total Deductions	\$65,286.00	\$51,080.00	Total Additions

Unit Price to City of Los Angeles	\$325,905.35
3% Early Payment Discount	(\$9,777.16)
Unit Price After Discount	\$316,128.19
Total Deducts	(\$65,286.00)
Total Additions	\$51,080.00
Unit Price to City of Beverly Hills	\$301,922.19

# **Attachment 3**



IS A DIVISION OF VELOCITY VEHICLE GROUP



SALES  
Toll Free (800) 366-4621  
Reception (562) 447-1200

PARTS SERVICE (877) Parts-LA  
(866) FTL-TRKS  
COLLISION CENTER (562) 447-1257

2429 S. Peck Road, Whittier CA 90601 www.LAFreightliner.com

Ron Creighton Ph#: 909-510-4406 Cell: 562/755-6108 Email: RCreighton@lafreightliner.com

Purchaser's Name(s) CITY OF BEVERLY HILLS  
Address 331 N. Foothill Blvd.  
City Beverly Hills  
County Los Angeles

State CA  
Zip 90210

Stock # DE-27911/2015-2374  
Date 05/05/2015  
Bus Phone (310)285-1000  
Cell Phone  
Fax Phone

New/Used	Make	Model	Year	Color	To Be Delivered On Or About			
New	AUTOCAR	ACX64	2016	White	11/27/2015			
Type of Vehicle	Serial Number	Mileage			Price Per Unit	Quantity		
Truck	Factory Order					2		
<b>Cash Price Of Base Vehicle</b>					\$301,922.19	\$603,844.38		
Additional Options:								
					Doc Fee / Prep Fee	\$65.00	\$130.00	
					Total	\$301,987.19	\$603,974.38	
					California Tire Recycle Fee	\$21.00	\$42.00	
					FET	\$0.00		
					Sales Tax	9.000000	\$27,178.85	\$54,357.70
					License/Registration Fee	\$0.00		
					O/S Delivery Fee			
					Total Cash Delivered Price	\$329,187.04	\$658,374.08	
					Cash down			
					Check/PO#			
					payment			
					Deposit on Order			
					Deposit Each	\$0.00		
					Cash on Delivery Each	\$0.00		
Description Of Trade-In				Appraisal Allow. For Used Vehicle Trade				
Make	Model	Type	Year	Quantity	Less Balance Owning to			
					Trade in Allowance			
Eng. No.	VIN No.		License No			Amount Due Upon Delivery		
						\$658,374.08		

**ONLY THOSE ITEMS AND SERVICES SPECIFICALLY WRITTEN ON THIS ORDER ARE INCLUDED IN THE STATED PRICE. ANY OTHER AGREEMENTS, UNLESS IN WRITING, ARE NOT BINDING ON SELLER.**

The first and second pages of this Order comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning this purchase has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as appears in writing on the face of this agreement.

I have read and understand the second page of this agreement and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am of legal age, or older, that I have legal capacity and authority to execute this agreement on behalf of my company, and hereby acknowledge receipt of a copy of this order.

CITY OF BEVERLY HILLS

Ron Creighton

Purchaser's Name

Sales Person

Purchaser's Signature

Approved By:

This order is not valid unless signed and accepted by dealer

1. **TRADE-IN(S).** Purchaser shall deliver trade-in(s) in the same condition as at time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchaser represents that each truck shall be free and clear of all liens and encumbrances and warrants that the trade-in(s) are that type and condition described in this Agreement, including any attachments hereto.
2. **TERMS OF PAYMENT.** Unless otherwise agreed, net payment shall be due on delivery. Late payments shall bear interest at the rate of 18% per annum, or the maximum permitted under law, whichever is less. If acceptance of delivery is delayed by Purchaser, payment shall become due on the date when Seller is prepared to deliver. If the financial condition of Purchaser at any time does not, in the judgment of Seller, justify continuance of the work to be performed by Seller hereunder on the terms of payment as agreed upon, Seller may suspend such work, or postpone delivery, and require such assurances of Purchaser's performance as Seller deems adequate, including payment in advance, or Seller may cancel this order and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of Purchaser, voluntary or involuntary, Seller shall be entitled to cancel any order then outstanding at any time and seek reimbursement for its reasonable and proper cancellation charges.
3. **CANCELLATION.** Purchaser may cancel this order only if Seller is able to cancel said order with the manufacturer, and only upon written notice. Upon any cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation charges and expenses, not to be less than Seller's out-of-pocket expenses including carrying costs.

\_\_\_\_\_ **(Purchaser's Initials)**

4. **SALES AND OTHER TAXES.** Unless otherwise specified herein, Seller's price does not include federal excise, sales, use, or other taxes. Consequently, in addition to the price specified herein, the amount of any other excise, sales, use, or other tax applicable to the sale or use of the truck purchased hereunder shall be paid by Purchaser, or in lieu thereof Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities. Purchaser agrees that all taxes related to this transaction, whether arising at the time of the transaction or in the future, are Purchaser's responsibility and further agrees to promptly pay any such taxes.
5. **DELIVERY.** All trucks furnished hereunder shall be delivered to Purchaser at the Seller's dealership location or other location as designated in this Agreement. Unless otherwise provided, delivery will be made via carriers and routes designated by manufacturer with freight charges to be included in the purchase price. Delivery dates are approximate and are based upon receipt of all necessary information from Purchaser. Seller shall not be liable for delays in delivery or manufacturing, or other causes beyond Seller's control.
6. **TECHNICAL CHANGES.** Purchaser acknowledges that the manufacturer and Seller reserve the right to change the specifications of the truck(s) at any time without obligation to make such changes in other trucks previously delivered to Purchaser. In addition, manufacturer and Seller reserve the right to make design changes and substitution of materials subsequent to the receipt of the order which, in manufacturer's or Seller's opinion are necessary to improve the truck. Purchaser agrees to accept any such changes as fulfillment of Seller's obligations under this order.
7. **REQUIRED EQUIPMENT.** This order shall be deemed to include, whether or not specified herein, all equipment or accessories required by the National Highway Traffic Safety Act or other regulations in effect at the time of order receipt. It is agreed that any additional or different equipment not specified which is required at the time of delivery to meet the foregoing Act or other regulations will be added and the costs shall be paid by Purchaser.
8. **TITLE AND REMEDIES.** Until full payment by Purchaser of all amounts due hereunder, Seller reserves the title to all equipment furnished hereunder. If Purchaser defaults in payment or performance hereunder or becomes subject to insolvency, receivership, or bankruptcy proceedings, or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases, or permits any lien or attachment on the equipment delivered hereunder, Seller may treat all amounts then or thereafter owing hereunder by Purchaser as immediately due and payable (subject only to credits required by law) and Seller may repossess said equipment by any means available by law and shall enjoy any and all other remedies of a secured creditor under the Uniform Commercial Code. Purchaser shall execute and deliver to Seller such financing statements and other documents, as Seller may deem appropriate to evidence, perfect, and protect the priority of its security interest in the truck(s) subject to this order.
9. **GENERAL.** Any assignment by Purchaser of this order or any rights hereunder, without written consent of Seller, shall be void. Clerical errors in this order may be automatically corrected by giving written notice thereof to Purchaser by a duly authorized representative of Seller. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless and until in writing and signed by a duly authorized representative of Seller. To the extent not covered by other terms herein, including terms of warranty and limitation of liability, etc., the provisions of the Uniform Commercial Code shall govern this sale.

This Agreement (including by reference the provisions set out in manufacturer's standard warranty or warranties) shall constitute the entire agreement between Purchaser and Seller, and no understandings or obligations not expressly set forth herein or in manufacturer's standard warranty or warranties are binding upon Purchaser or Seller.

**ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN SELLER ARE THEIRS, NOT SELLER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. SELLER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Accepted and Agreed by: \_\_\_\_\_ (Date)

(Company Name)

Signor's Name and Title: \_\_\_\_\_ (Signature)

(Please Print Name and Title. Must be an officer of the company authorized to approve capital purchases.)

# **Attachment 4**

May 5, 2015

Mr. Craig Crowder

City of Beverly Hills

331 N. Foothill Blvd.

Beverly Hills, CA. 90210

Re: Autocar Refuse Vehicles

Dear Mr. Crowder,

Los Angeles Truck Centers, LLC dba Los Angeles Freightliner will allow the City of Beverly Hills to tag-onto from the City of Los Angeles RFQ #4169 RCV Automated Refuse Collection Trucks. This was a competitive bid process and was consequently awarded to Los Angeles Freightliner on September 12, 2014, Purchase Order No. 1542313 with options and pricing documented in my spreadsheet and pricing proposal provided. If you have any questions please do not hesitate to contact me at your convenience.

Warmest Regards,

Ron Creighton

Municipal Sales

(909) 510-4406 office direct

(562) 755-6108 mobile

(562) 447-1544 e-fax

[rcreighton@lafreightliner.com](mailto:rcreighton@lafreightliner.com)

