



## AGENDA REPORT

**Meeting Date:** October 18, 2016

**Item Number:** D-12

**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 \$291,016.45 FOR PURCHASE OF ONE (1) CNG FUELED REAR LOADER REFUSE COLLECTION VEHICLE

**Attachment:**

1. City of Santa Monica Purchase Order #408307 OP 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 Santa Monica Procurement Section purchasing contract, and (3) move to approve a purchase order in the amount of \$291,016.45 to Los Angeles Truck Center, LLC dba Los Angeles Freightliner for the purchase of specified refuse collection vehicle.

### **DISCUSSION**

During the annual City Council budgetary approval process, the Public Works Department, Environmental Services Bureau received approval to add an additional Rear Loader Refuse Collection Vehicle to its Alley Maintenance program. Following a joint deliberation with the Environmental Services Bureau staff, Fleet Services concurred with the Bureaus' request for the additional vehicle to be an assignment specific selection of a Crane Carrier CNG / New Way 20 Cubic Yard Rear Loader Refuse Collection Vehicle. This additional vehicle will provide familiarity, standardization, projected enhanced reliability through a design specific rear loader chassis and upgraded operational systems design and is 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.

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 careful evaluation of various purchasing options and pricing, staff determined that it was in the best interest of the City to not proceed with its own bid process but to instead utilize the bid process of the City of Santa Monica Procurement Section Bid #4224 and corresponding Purchase Order #408307 OP for a CNG Rear Loader Refuse Collection Vehicle (See Attachment 1). The City of Santa Monica found that Los Angeles Freightliner was the lowest responsible bidder for its Rear Loader Refuse Collection Vehicle specification. Staff determined that using the City of Santa Monica 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 Santa Monica, which commenced on February 9, 2016, 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 \$291,016.45 to Los Angeles Truck Center, LLC dba Los Angeles Freightliner for the purchase of one (1) CNG Fueled Rear Loader Refuse Collection Vehicle at the price 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 Fueled Rear Loader Refuse Collection Vehicle specified by City is as follows:

One (1) CNG Fueled Rear Loader Refuse Collection Vehicle per the City of Santa Monica Purchase Order #408307 OP (Attachment 1)	\$254,127.00
City of Beverly Hills Deletions	-\$113,542.12
City of Beverly Hills Additions	\$122,362.00
<b>Subtotal:</b>	<b>\$262,946.88</b>
Document Fee:	\$65.00
Tax (9.0%):	\$23,671.07
Tire Fee:	\$17.50
Selected Warranty Options: To Include 5 Year Engine and Transmission Warranty	\$4,316.00
<b>Unit Total:</b>	<b>\$291,016.45</b>

Meeting Date: October 18, 2016

Funding for this purchase is appropriated from the Fiscal Year 2016-2017 Council-approved Department budget.

Program # / Description of Fund Source	Amount
83005205-741200 / Solid Waste, Alley Maintenance	\$291,016.45



George Chavez

Approved By

# **Attachment 1**

CITY OF SANTA MONICA  
Purchase Order

Date: 2/9/2016

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Order Number 408307 OP

Branch/Plant 54459

Shipped From: Los Angeles Freightliner  
2429 South Peck Road  
Whittier CA 90601

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

Vendor Number: 281735

Ordered 2/9/2016 Requested 2/9/2016 Requisition No. 00050583 OR

Line	Rev	Description / Supplier Item	Account Number	Qty	Unit Price	PR UM	Extended Price	Request Date	Order No	Ty
1	2	(1) CNG Rr Ld Ref Packer - RRR	C640167.589200	1	254,127.00	EA	254,127.00	2/9/2016	00050583	OR
2	2	VEHICLE REPLACEMENT PURCHASES	C540167.589200		.00	EA	2,400.00	2/9/2016		
		TRAINING								
3	2	VEHICLE REPLACEMENT PURCHASES	C540167.589200		.00	EA	3,450.00	2/9/2016		
		5 YR WARRANTY-ENGINE								
4	2	VEHICLE REPLACEMENT PURCHASES	C540167.589200		.00	EA	866.00	2/9/2016		
		5 YR WARRANTY-TRANS								
5	2	VEHICLE REPLACEMENT PURCHASES	C540167.589200		.00	EA	7,800.00	2/9/2016		

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 154202

  
JESSICA HANNA, STAFF ASSISTANT III  
TEL: (310) 458-6344 FAX: (310) 393-6142

2/10/16  
DATE

  
ARACELI ESPARZA, PURCHASING MANAGER

JH0003A  
Re-Print a Purchase Order

CITY OF SANTA MONICA

Purchase Order

Date: 2/9/2016

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Vendor Number: 281735

Ordered 2/9/2016	Requested 2/9/2016	Requisition No.
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Line	Rev	Description / Supplier Item	Account Number	Qty	Unit	PR	Extended Price	Request Date	Order No	Ty
		5 YR WARRANTY-BODMET								
6	2	VEHICLE REPLACEMENT PURCHASES	C540167.589200		.00	EA	3,000.00	2/9/2016		
		5 YR WARRANTY-CHASSIS								
7	2	VEHICLE REPLACEMENT PURCHASES	C540167.589200		.00	EA	5,750.00	2/9/2016		
		VULCAN WEIGHT SCALE								
8	2	VEHICLE REPLACEMENT PURCHASES	C540167.589200		.00	EA	17.50	2/9/2016		
		TIRE FEE								
9	2	VEHICLE REPLACEMENT PURCHASES	C540167.589200		.00	EA	100.00	2/9/2016		

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 \_\_\_\_\_  
 JESSICA HANNA, STAFF ASSISTANT III  
 TEL: (310) 458-6241 FAX: (310) 393-6142

2/10/16  
 \_\_\_\_\_  
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DELIVERY

Vendor to furnish and deliver one (1) new and unused CNG Rear Load Refuse Packer Vehicle to be used by the City's Resource Recovery and Recycling (RRR) division (441), as requested by Fleet Management.

To replace unit 15291.

All in accordance with Bid #4224 dated December 3, 2015 which is made a part of hereof as set forth in full hereon approved by City Council on January 26, 2016 (Item 3.E).

Vendor Contact: Ron Creighton  
Vendor Phone: 909.510.4406  
Vendor Email: rcreighton@lafreightliner.com

City Contact: Heidi Duran  
City Phone: 310.458.8503  
City Email: Heidi.Duran@smgov.net

\*\* IMPORTANT NOTE \*\*

Vendor is subject to provide goods and services that meet City of Santa Monica's standards. Non-compliance and/or unsatisfactory services will be documented and may result in termination of

- IMPORTANT INSTRUCTIONS
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\_\_\_\_\_  
JESSICA HANNA, STAFF ASSISTANT III  
TEL: (310) 458-8271 FAX: (310) 393-6142

2/10/16  
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this purchase order with a 10-day notice.

This Purchase Order and/or its terms and conditions, and any referenced attachments, when accepted by the Contractor either in writing or shipment of all or any portion of the material or the commencement of performance of any portion of the services covered hereunder, constitutes the entire contract between Contractor and City concerning its subject matter; and neither any contrary or additional conditions specified by Contractor nor any subsequent amendment or supplement shall have any effect without City's written approval.

Subtotal 277,510.50

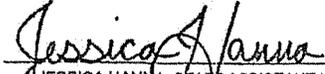
Tax Group Summa

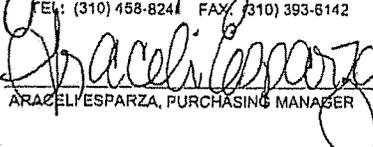
Y)Taxable	9.500 %	254,127.00	24,142.07
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Term Due Upon Receipt Tax Rate Sales Tax 24,142.07 Total Order: \$ 301,652.57

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ARACELI ESPARZA, PURCHASING MANAGER

2/10/16  
DATE

JH0003A  
Re-Print a Purchase Order



Procurement  
1717 Fourth Street, Suite 250  
Santa Monica, CA 90401  
Telephone: 310-458-8261  
Fax 310-393-6142

TERMS AND CONDITIONS FOR PURCHASE ORDERS  
(FOR GOODS)

1. **PURCHASE OF GOODS.** City agrees to purchase, and Vendor agrees to sell, the goods ("Goods") 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. In the event of any conflict, the order of precedence 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 without the prior written authorization of the Purchasing Agent.
2. **ADHERENCE TO ALL LOCAL, STATE, AND FEDERAL LAWS AND REQUIREMENTS**  
The Vendor must comply with all laws of the State of California and the United States, and all ordinances, rules and regulations enacted or issued by City.
3. **CANCELLATION AND TERMINATION.** The City reserves the right to cancel any portion of this Purchase Order at any time prior to the delivery of Goods. If Vendor fails or refuses to perform any of the provisions of this Purchase Order, and if the default is not cured within a period of five days after the City's written notice of default specifying the nature of the default, City may immediately terminate this Purchase Order by written notice to Vendor. The City has the option, at its sole discretion and without cause, of terminating this Purchase Order by giving ten days' written notice to Vendor. Upon termination of this Purchase Order, City will pay Vendor any compensation earned and unpaid up to the effective date of termination.
4. **CHANGES.** The City has the right, by written notice, to change the quantity or specifications of the Goods 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.
5. **DELIVERY DATE.** The Goods must be shipped and must arrive at the destination specified on the Purchase Order as "Ship/Bill To" 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.
6. **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 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 to notify Vendor of any nonconformance with the terms and conditions of the specifications. The City may reject any Goods that do not conform to the terms and conditions of the Bid Documents. Any Goods rejected may be returned to the Vendor at the Vendor's risk and expense.
7. **DISCOUNTS.** The date used as the basis for discount calculation shall be computed from the date of receipt of invoice or Goods, whichever is later.
8. **DISCRIMINATION.** The Vendor may not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability and must comply fully with City's nondiscrimination policy as set forth in the City's Bid Documents.
9. **FORCE MAJEURE (ACTS OF GOD)**  
In the event performance under a contract awarded pursuant to this Notice Inviting Bids is delayed or suspended, and if such failure arises out of causes beyond the control of and without fault or negligence of the successful bidder, the successful bidder shall notify the City, in writing, within twenty-four (24) hours, after the commencement of the delay. Such causes may include, but are not limited to, Acts of God, war, or acts of public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.
10. **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



Procurement  
1717 Fourth Street, Suite 250  
Santa Monica, CA 90401  
Telephone: 310-458-8281  
Fax: 310-393-6142

TERMS AND CONDITIONS FOR PURCHASE ORDERS  
(FOR GOODS)

dispute arising from this Purchase Order, the parties consent to jurisdiction and venue in either, Los Angeles Superior Court, West District, or the United States District Court for the Central District of California.

11. **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, agents (collectively, the "City"), from 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 fees, arising out of or related to (i) Goods 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.
12. **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.
13. **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.
14. **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, unit price, quantities billed, extended totals, and applicable taxes as set forth in Section 8 of this Purchase Order.
15. **LICENSES, PERMITS AND CERTIFICATES.** The Vendor, at its sole expense, must obtain, and maintain during the term of this Purchase Order, all required business and professional permits, licenses and certificates.
16. **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/her sole discretion.
17. **PACKING AND SHIPPING.** All deliveries must be shipped F.O.B. destination. 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.
18. **PURCHASE PRICE.** The purchase price for the Goods 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.
19. **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; 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.
20. **WAIVER.** A waiver of any breach of this Purchase Order may not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this Purchase Order.
21. **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 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 must not be deemed exclusive. The City's inspection, approval, acceptance, use of, and payment for all or any part of the Goods must in no way affect its warranty rights whether or not a breach of warranty had become evident in time.

# **Attachment 2**

ATTACHMENT 2

City of Beverly Hills - Crane Carrier / McNeilus  30 DGE Side Mounted CNG Tanks - CCC Allison 4500RDS 5 Speed Trans Aluminum Wheels Qty (10) 12V Cab Tilt Assist Pump Bostrom Driver & Passenger Air Ride Seats Second Power Point in Cab Kenwood TK863U25W Radio Pak-Mor R-220 20 CY REL Body Perkins Tuk-A-Way Cart Tipper	DEDUCTS  \$18,151.00 \$10,458.46 \$1,042.66 \$480.00 \$1,168.00 \$59.00 \$403.00 \$78,980.00 \$2,800.00	ADDS  \$0.00 \$9,308.00 \$426.00 \$1,266.00 \$980.00 \$101,424.00 \$350.00 \$8,608.00	Factory Inspection @ Scranton, IA Allison 3000RDS 6 Speed w/ Retarder Donaldson Pre-Cleaner LH & RH Electric Powered Windows Sears C2 Driver & Passenger Air Ride Seats New Way Cobra 20 CY REL Body w/ Agility 60 DGE Roof Mounted CNG Tanks * Option Includes Hopper / Load Edge & 3rd Eye Camera Installation Less Cart Tipper Broom & Shovel Holder Option for Dual Tandem Rear Axle and Hendrickson Haulmax HMX400 Suspension
<b>Total Deductions</b>	<b>\$113,542.12</b>	<b>\$122,362.00</b>	<b>Total Additions</b>
Unit Price to City of Santa Monica Total Deducts Total Additions Unit Price to City of Beverly Hills  Document Fee	\$254,127.00 \$113,542.12 \$122,362.00 <b>\$262,946.88</b>  \$65.00	\$3,450.00 \$866.00 \$5,750.00 \$7,800.00	<b>Available Options: Not Included in Pricing</b> Cummins 5 Year/150,000 Mile Plan 1 Extended Engine Warranty Allison 5 Year/Unlimited Miles Extended Transmission Warranty Vulcan "G" Series 2-Point Scale System 5 Year Warranty on Body Metal
<b>SUBTOTAL:</b>	<b>\$263,011.88</b> <b>\$23,671.07</b>	9% Tax \$17.50	
Tire Fee			
<b>SELECTED OPTIONS:</b>			
Cummins 5 Year/150,000 Engine Warranty Allison 5 Year/Unlimited Transmission Warranty	\$3,450.00 \$866.00		
<b>TOTAL PRICE:</b>		<b>\$291,016.45</b>	

# **Attachment 3**



SALES  
Toll Free (800) 673-0500  
Reception (909) 510-4000

PARTS (877) Parts-LA  
SERVICE (866) FTL-TRKS  
COLLISION CENTER (909) 510-4100

13800 Valley Blvd, Fontana CA 92335 [www.LAFreightliner.com](http://www.LAFreightliner.com)

Ron Creighton - tel: 909-510-4406 - mobile: 562/755-6108 - email: RCreighton@lafreightliner.com

Purchaser's Name(s) CITY OF BEVERLY HILLS DE-33779-1/2016-6446  
Stock #  
Address 331 N. Foothill Blvd. Date 09/19/2016  
City Beverly Hills State CA Bus Phone (310)285-1000  
County Los Angeles Zip 90210 Cell Phone  
Fax Phone

New/Used	Make	Model	Year	Color	To Be Delivered On Or About
New	CRANE CARRIER	LET2-40	2016	WHITE	3/15/2017
Type of Vehicle	Serial Number	Mileage			
Truck	Factory Order				
<b>Cash Price Of Base Vehicle</b>					\$262,946.88
<i>Additional Options:</i>					
CUMMINS 5 YR./150,000 MILE EXT. ENGINE WARRANTY					\$3,450.00
ALLISON 5 YR. UNLIMITED TRANS WARRANTY					\$866.00
Doc Fee / Prep Fee					\$65.00
Total					\$267,327.88
California Tire Recycle Fee					\$17.50
FET Tire Credit \$0.00					FET
County Los Angeles					Sales Tax 9.000% \$23,671.07
GVWR/GCWR 60000					Est. License/Registration Fee
O/S Delivery Fee					
Total Cash Delivered Price					\$291,016.45
Cash down		Check/PO#	Deposit on Order		
payment			Cash on Delivery		
<b>Description Of Trade-In</b>					
Appraisal Allow. For Used Vehicle Trade					
Make	Model	Type	Year	Quantity	Less Balance Owning to
					Trade in Allowance
Eng. No.	VIN No.		License No		
<b>Amount Due Upon Delivery</b>					\$291,016.45

**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 the time of inspection and appraisal by Seller reasonable wear and tear excepted, except as disclosed in the Agreement. Purchase 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 by 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 cancellation or failure to accept delivery, Purchaser shall pay Seller reasonable cancellation changes 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 trucks 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 manufacturers 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 of 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. Purchaser understands that certain safety equipment is available that is not legally required and is available at Purchasers request for an additional fee.

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, EXPRESS 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**

September 12, 2016

Mr. Craig Crowder

City of Beverly Hills

345 Foothill Road

Beverly Hills, CA. 90210

Dear Mr. Crowder,

Los Angeles Truck Centers, LLC dba Los Angeles Freightliner is pleased to offer to the City of Beverly Hills Public Works Services Department an additional CNG Fueled Rear Loader under the same pricing, terms and conditions as outlined in the City of Beverly Hills Purchase Order No. 16001258. This was a cooperative purchase from the City of Santa Monica Purchase Order No. 408307 OP. This was a competitive bid process and was consequently awarded to our company February 9, 2016.

Warmest Regards,

Ron Creighton

Fleet & Municipal Sales

(909) 510-4406 office direct

(562) 447-1544 efax

(562) 755-6108 cell

rcreighton@lafreightliner.com

