

**PURCHASE CONTRACT
FOR ONE (1) NEW 2024 FORD F650 DUMP TRUCK
FROM SALINAS VALLEY FORD TRUCK SALES, INC.**

This Purchase Contract ("Contract"), made and entered into this day of _____, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and SALINAS VALLEY FORD TRUCK SALES, Inc., a CORPORATION ("VENDOR").

RECITALS:

A. CITY desires to purchase certain one (1) new 2024 Ford F650 Dump truck hereinafter described.

B. CITY desires to engage VENDOR to provide these one (1) new 2024 Ford F650 Dump truck by reason of its qualifications and experience and VENDOR has offered to provide the required goods on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - PURCHASE

The goods to be purchased from VENDOR under this Contract are described in Exhibit A to this Agreement, which is attached and incorporated by reference.

SECTION 2 - PRICE AND TAXES

All prices, for an amount not to exceed \$116,083.76 shall be as stated in this Contract and are firm and not subject to escalation. This purchase is subject to all California sales tax. Municipalities are exempt from federal excise and transportation taxes. Prices shall exclude these taxes.

SECTION 3 - PAYMENT

Unless otherwise agreed in writing, payment terms shall be net thirty (30) days from date of receipt of invoice or acceptance of goods, whichever occurs last. Invoices must cite the purchase order number to prevent delay in payment. All invoices must be mailed to City of San Mateo, Attn: Accounts Payable, 330 West 20th Avenue, San Mateo, CA 94403.

SECTION 4 - DELIVERY AND PERFORMANCE

Time is of the essence in the performance of this Contract. If delivery of goods cannot be made at the specified time, VENDOR shall promptly notify the CITY of the earliest possible date for delivery. Notwithstanding such notice, if VENDOR for any reason fails to deliver goods within the time specified or to the CITY's satisfaction the CITY may terminate this Contract or any part thereof without liability except for goods previously provided and accepted. The CITY's receipt or acceptance of all or part of a non-conforming delivery shall not constitute a waiver of any claim, right or remedy the CITY has under this Contract or applicable law.

SECTION 5 - SHIPMENT AND INSPECTION

VENDOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products. No charges for transportation containers, packing, etc., will be allowed the vendor unless so specified in this Contract. All shipments shall be F.O. B. 1961 Pacific Blvd. San Mateo. Transportation charges shall be shown as a separate item on the invoice.

The CITY may revise shipping instructions as to any goods not as yet shipped. The CITY shall have the right to inspect any or all of the goods at VENDOR's place of business or upon receipt by the CITY. By reason of its failure to inspect the goods, the CITY shall not be deemed to have accepted any defective goods or goods which do not conform to the specifications provided or to have waived any of the CITY's rights or remedies arising by virtue of such defects or non-conformance. VENDOR shall be responsible for payment of shipping for the return of any defective goods. Shipping documents and invoices must cite the Purchase Order number.

SECTION 6 - WARRANTIES

In addition to any other expressed or implied warranties and unless otherwise agreed in writing, VENDOR warrants that all products delivered hereunder will be new, suitable for use as described, of the grade and quality specified, free from all defects in design, material and workmanship; in conformity with all samples, drawings, descriptions and specifications furnished; in compliance with all applicable federal, state and local laws and regulations, and free of any liens and encumbrances. These warranties shall not be deemed to exclude VENDOR's standard warranties or other rights or warranties which the CITY may have or obtain.

SECTION 7 - INDEMNITY

VENDOR agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of VENDOR's performance of this Contract, except for those claims arising out of CITY's sole negligence or willful misconduct. VENDOR agrees to defend CITY, its elected and appointed officials, employees, and agents against any such claims.

SECTION 8 - TERMINATION

This Contract may be terminated by mutual consent of both parties or by the CITY at its discretion. The CITY may cancel an order for goods at any time with written notice to VENDOR, stating the extent and effective date of termination. Upon receipt of this written notice, VENDOR shall stop performance under this Contract as directed by the CITY. If the Contract is terminated, VENDOR shall be paid in accordance with the terms of the Contract for goods delivered and accepted.

SECTION 9 - REMEDIES

In the event of VENDOR's breach of this Contract, City may take any or all of the following actions, without prejudice to any other rights or remedies available to the City by law: (a) require Vendor to repair or replace such goods, and upon VENDOR's failure or refusal to do so, repair or replace the same at VENDOR's expense; (b) reject any shipment or delivery containing defective or nonconforming goods and return for credit or replacement at VENDOR's option, said return to be made at VENDOR's cost and risk; (c) cancel any outstanding deliveries and treat such breach by VENDOR as VENDOR's repudiation of this contract. In the event of the CITY's breach hereunder, VENDOR's exclusive remedy shall be VENDOR's recovery of the goods or the purchase price payable for goods shipped prior to such breach.

SECTION 10 - COMPLIANCE WITH LAW

VENDOR warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this Contract. VENDOR shall obtain and maintain throughout the life of the Contract all permits or licenses required in connection with the manufacture, sale, and shipment of the products ordered under this Contract.

SECTION 11 - ASSIGNMENT

VENDOR shall not delegate or subcontract any duties and services or assign any rights or claims under this Contract without the CITY's prior written consent.

SECTION 12 - ARTWORK, DESIGNS, PATENTS, COPYRIGHTS AND TRADEMARKS

VENDOR hereby agrees that the sale, use or incorporation into manufactured products of all machines, software, hardware, materials and other devices furnished under this Contract are free and clear of infringement of any valid patent, copyright, or trademark. VENDOR shall hold the CITY harmless from any and all costs and expenses, including attorney fees, liability, and loss of any kind growing out of claims, suits or actions alleging such infringement, and VENDOR agrees to defend such claims, suits or actions.

SECTION 13 - GOVERNING LAW

This Purchase Order and the contract between the parties evidenced hereby or attached thereto shall be deemed to be made in the State of California and shall in all respects be construed and governed by the laws of that state.

SECTION 14 - VENUE

In the event of litigation, venue will be in the County of San Mateo.

SECTION 15 - WAIVER

The waiver of any term, condition or provision hereof shall not be construed to be a waiver of any other such term, condition or provision, nor shall such waiver be deemed a waiver of a subsequent breach of the same term, condition or provision.

SECTION 16 - COSTS AND ATTORNEY FEES

Attorney fees in an amount not exceeding \$85 per hour per attorney, and in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Contract. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this provision that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Contract.

SECTION 17 - MEDIATION

Should any dispute arise out of this Contract, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or other agreed-upon service. The mediator shall be selected by a "blindfolded" process.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 18 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY: *Marie Silva*
City of San Mateo
1961 Pacific Blvd.
San Mateo, CA. 94403

To VENDOR: *Salinas Valley Ford Truck Sales, Inc.*
Attn: Alfonso Ramos, Finance Manager
780 East Brokaw Road, San Jose, CA.
95112

SECTION 19 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and VENDOR.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, CITY OF SAN MATEO and Salinas Valley Ford Truck Sales, Inc. have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

VENDOR

Brad B. Underwood Date
Interim Public Works Director

Salinas Valley Ford Truck Sales, Date
Inc.
Alfonso Ramos
Finance Manager

Linh Nguyen Date
Assistant City Attorney

Exhibit A

Prepared for: Ms. MARIE SILVA, CITY OF SAN MATEO

M41-Parks

2024 F-650 Diesel Regular Cab Base (F6D)

VIN: 1FDNF6DE1RDF01168 | Price Level: 420 | Stock No: FT7041

Client Proposal

Prepared by:

Alfonso Ramos

Office: 831-444-4444

Date: 11/01/2023



Salinas Valley Ford | 1100 Auto Center Circle, Salinas, California, 939072507
Office: 831-444-4444 | Fax: 831-443-2001

1

Prepared for: Ms. MARIE SILVA
CITY OF SAN MATEO
Prepared by: Alfonso Ramos
11/01/2023



Salinas Valley Ford | 1100 Auto Center Circle Salinas California | 939072507

2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 420 | Stock No: FT7041 | VIN: 1FDNF8DE1RDF01168

Table of Contents

Description	Page
Cover Page.....	1
Table of Contents.....	2
As Configured Vehicle.....	3
Pricing Summary - Single Vehicle.....	7
Window Sticker.....	9

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: Alfonso Ramos

11/01/2023

Salinas Valley Ford | 1100 Auto Center Circle Salinas California | 939072507



2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 420 | Stock No: FT7041 | VIN: 1FDNF6DE1RDF01168

As Configured Vehicle

Code	Description	MSRP
F6D	Base Vehicle Price (F6D)	\$77,460.00
99E	6.7L Power Stroke V8 Turbo Diesel - 300 HP @ 2500 RPM Includes Engine Exhaust Brake and manual regen capability. Torque: 725 ft.lbs. @ 1500 rpm. <i>Governed RPM: 3300. Includes CARB clean idle label - may be removed if un-necessary.</i>	\$1,995.00
425	50-State Emissions	N/C
44D	Ford TorqShift HD 10-Speed Automatic - with PTO Provision <i>Includes tow/haul.</i>	STD
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub plotted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub plotted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>	STD
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)	STD
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i>	STD
43A	8,500 lb. Cap. Non-Driving - Dana D- 850F	STD
61B	Taper-Leaf Springs, Parabolic - 8,500 lb. Cap <i>2-leaf, 62" x 3.15". Also Includes, standard duty, dual, double acting shock absorbers.</i>	STD
472	17,500 lb. Single-Speed - Dana S17- 140 <i>Single reduction with Gentech Quiet Gears and 190 wheel ends. NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>	STD

Pricing and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Ms. MARIE SILVA

CITY OF SAN MATEO

Prepared by: Alfonso Ramos

11/01/2023

Salinas Valley Ford | 1100 Auto Center Circle Salinas California | 939072507



2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 420 | Stock No: FT7041 | VIN: 1FDNF6DE1RDF01168

As Configured Vehicle (cont'd)

Code	Description	MSRP
68M	Multi-Leaf Springs - 19,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>	STD
X6D	6.50 Axle Ratio PRNDM/RNDM determined by Rear Axle Ratio and Tire Size.	N/C
158WB	158" Wheelbase/84" CA/49" AF/246" OAL	STD
534	Single Channel - Straight 'C' 12.64 SM, 50,000 PSI <i>632,000 RBM. High strength low alloy steel; 10.125" x 3.002" x 0.312" (257.2mm x 77.8mm x 8.0mm).</i>	STD
765	Bumper, Front - Full Width, Chrome Plated Steel - (Included in (90E) Exterior Appearance Group)	\$490.00
86C	Chrome Grille Surround - (Included in (90E) Exterior Appearance Group)	\$245.00
91G	Under Cab, Right Side Outlet, Switchback-Style <i>Single, horizontal muffler, right side, under cab, outside of frame rail with rear discharge.</i>	STD
65B	Fuel Tank - LH 50 Gallon Rectangular - Aluminum	STD
STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	Included
55M	Jump Start Stud - Remote Mounted	\$90.00
STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>	STD
59C	Body Builder Wiring - At End of Frame, Combined - (ILO Standard - Back of Cab Combined) <i>Includes sealed connectors for 2 ground circuits, with combined left/stop, combined right/stop, stop lamps, back up lamps. Also includes 2 additional pass through wires to Cab.</i>	\$135.00
881	30/70 Fixed Driver & Fixed 2-Passenger Bench - Vinyl	\$350.00
600A	Preferred Equipment Package 600A <i>Includes:</i>	N/C

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Prepared by: Alfonso Ramos

11/01/2023

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 420 | Stock No: FT7041 | VIN: 1FDNF6DE1RDF01168

As Configured Vehicle (cont'd)

Code	Description	MSRP
	<ul style="list-style-type: none">- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals- Manual Regen Initiation - Driver Interface in Message Center- Engine Exhaust Brake- Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights- Tow Hooks, Front (2) - Frame-Mounted, Painted Black- Four Body Builder Switches - Mounted In Center Instrument PanelWith connector access located in engine compartment. Amperages vary by switch: 10, 15, 25, 25.- Floor Covering - Black Vinyl- Intelligent Oil Life Monitor- Steering Column - Tilt / Telescoping- Steering Wheel - Black PVC w/Integral Cruise Control Switches, Includes Audio Controls	
90A	Appearance Group <i>Includes front-mounted overhead console with dual sunglass bins and integral front map reading lights.</i> <i>Includes:</i> <ul style="list-style-type: none">- Chrome Trimmed Air Registers w/Positive Shut-Off- Power Equipment Group - (Included in (90A) Appearance Group)Includes power front side windows, power door locks and door trim panel.	\$735.00
17W	Wi-Fi 4G LTE Hotspot Delete	-\$20.00
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>	Included
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth	STD
54J	Mirrors, Dual - Rectangular, XL2020 - 102" Width <i>Integral spot mirror, sail type, manual fold, solid black finish.</i>	\$30.00
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"	STD
YZ_01	Oxford White	N/C
E_01	Gray	N/C
021	5/7 Dump Body Scelzi	\$34,645.00
SUBTOTAL		\$116,155.00
Fuel Charge (12)		\$0.00

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2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 420 | Stock No: FT7041 | VIN: 1FDNF6DE1RDF01168

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Destination Charge	\$2,295.00
TOTAL		\$118,450.00

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CITY OF SAN MATEO

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11/01/2023

Salinas Valley Ford | 1100 Auto Center Circle Salinas California | 939072507



2024 F-650 Diesel Regular Cab Base (F6D)

Price Level: 420 | Stock No: FT7041 | VIN: 1FDNF6DE1RDF01168

Pricing Summary - Single Vehicle

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$77,460.00
Options		\$4,050.00
Colors		\$0.00
Upfitting		\$34,645.00
Fleet Discount		\$0.00
Fuel Charge (12)		\$0.00
Destination Charge		\$2,295.00
Subtotal		\$118,450.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
0	Fleet & SVF Discount	-\$12,683.00
<i>Fleet & SVF Discount</i>		
Subtotal		\$105,767.00
<i>Sales Taxes</i>		
Code	Description	MSRP
2015	Sales Tax	\$10,188.26
<i>Sales Tax Rate 0.25%</i>		
Subtotal		\$115,955.26
<i>Post-Tax Adjustments</i>		
Code	Description	MSRP
DOC FEE	DOC FEE	\$85.00
ELEC	ELECTRONIC FILING FEE	\$33.00
TIRE FEE	TIRE FEE	\$10.50
Subtotal		\$116,083.76
Total		\$116,083.76

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