



CITY OF FONTANA NON-COMPETITIVE SOURCE SELECTION JUSTIFICATION

Contract/Req. No.:		Amendment No.:		Requestor:		Date:	
Pre-Tax Amount:	\$	Tax:	\$	Freight:	\$	Total Amount:	\$
Vendor Name:							

FUNDING SOURCE AND AUTHORIZATION (check as applicable)

City Resources	<input type="checkbox"/>	Gov't Grant	<input type="checkbox"/>	Other	<input type="checkbox"/>
Certifications:		Debarment⁴	<input type="checkbox"/>	Anti-Lobby⁵	<input type="checkbox"/>
				Certificate(s) Attached	<input type="checkbox"/>
		Not Applicable	<input type="checkbox"/>		
Fund:				Org Account:	
Equipment Screening⁶:	Yes	<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>	
Purchase Description:					

1. Source Selection - Competition is impracticable (Check appropriate box):

- ☐ **UNAVAILABLE FROM ANY OTHER SOURCE.** No competitive advantage would be gained from competitive pricing, such as when equipment, goods, materials, supplies, personal property, or services are unique and are only available from one source. (Explain below. Include all contacts made to verify the sole source or single source situation.)
- ☐ **COOPERATIVE PURCHASING AGREEMENT.** This product or service required is being purchased under a cooperative purchasing agreement. (Explain below).
- ☐ **SAME PRICE PURCHASED BY ANOTHER PUBLIC AGENCY.** The product or service required was awarded a bid by another public agency that has purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.
- ☐ **EMERGENCY.** This product or service required is due to an emergency, determined by the City Manager, which could not have been anticipated and critical need precludes any form of competition. (Purchases more than \$100,000 must be presented at the next regular City Council Meeting for ratification by the City Council. Please attach supporting documentation and approval from City Manager).
- ☐ **OTHER REASON(S).** (Explain below).

Detail information to support above justification(s):

⁴ Applies to purchases under a Federal Grant equal to or more than \$25,000

⁵ Applies to purchases under a Federal Grant equal to or more than \$100,000

⁶ Applies to equipment purchases under a Federal Grant equal to or more than \$10,000

2. Price/Cost Analysis (**ONLY APPLICABLE TO PURCHASES/CONTRACTS THAT EXCEED \$100,000**):

The action taken in verifying price reasonableness is indicated below. Identify the method(s) listed below used to verify price reasonableness. Check one or more paragraphs below as applicable.

- ☐ Current price schedule (verifiable catalogue, published price list, etc.)

Schedule Name/No.:

Unit Price: \$

Supplier Contact:

Date of Schedule:

- ☐ Previous purchase.

Supplier:

Unit Price:

PO No.:

PO Date:

- ☐ Similar item in related industry.

Price Source:

Unit Price:

Supplier:

Date:

- ☐ Any other Reasonable basis:

3. Small Business' Solicited (**Federally Funded Procurements Only**)

- ☐ Document whether Small Business, HUBZone Small Business, Small Disadvantaged Business, Women Owned Small Business or Service Disabled Veterans Owned Business or Veterans of Vietnam Era Owned Business concerns were solicited and, if not, why not.

☐ Applicable Businesses' referenced above were solicited.

☐ No Applicable Businesses referenced above were solicited because

-----Attach additional sheets as needed-----

Seller:



Sales Contract & Security Agreement

7651 Ronson Road, San Diego, CA 92111 | Ph: 858-278-8351

Order Date:

Customer PO#

Location #

CE Area Manager:

Purchaser's Full Company Name: _____

Business Mailing Address: _____

City / State / Zip: _____

Phone: _____ Fax: _____ Email: _____

Delivery to be Made on or Before: _____ or as soon thereafter as possible.

Delivery Address: _____

CONDITION?			MAKE, MODEL, DESCRIPTION	SERIAL NO.		PRICE
New	Used	RTL		ATTACHMENT TAG NO.		PER EACH ITEM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

WARRANTY ON EQUIPMENT

Warranty coverage on the equipment covered by this order, if any, has been explained to Purchaser.
The warranty coverage is outlined below and indicated by the box checked.

☐ NEW MANUFACTURER WARRANTY:

AS PROVIDED BY MANUFACTURER and Detailed under separate agreement.

☐ EXTENDED WARRANTY Exp. Date: _____☐ USED AS IS

USED - THE PURCHASER STATES THAT THE EQUIPMENT HAS BEEN EXAMINED;
it is fit for the purpose intended and the Purchaser is buying the equipment AS IS, unless
otherwise specified in writing below and approved by Management. Clairemont
Equipment Company makes NO WARRANTIES, EXPRESSED OR IMPLIED as to its
fitness for any particular purpose.

Exceptions: _____

CE Initials

SUBTOTAL
of Equipment

SALES TAX

TOTAL SELL PRICE

Cash Down Payment

Trade Down Payment
See Addendum A for Trade Details
if applicable.

Shipping

CASH DUE on DELIVERY

Comments - Conditions - Terms: _____

This is a cash transaction. If the purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees:

- (1) to make payments to the Seller's/Lenders Accounts Receivable Agreement, which is incorporated into this Contract by reference, and
- (2) that Seller retains a security interest in the goods described herein until all obligations of purchaser are paid in full and discharged.

NOTICE TO PURCHASER

1. Caution. Do not sign this Contract before you thoroughly read this agreement and the terms & conditions on page 2 of this document even if otherwise advised.
2. You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
3. Seller's Officer or General Manager's signature is required for final acceptance of your Contract.

THE ADDITIONAL TERMS & CONDITIONS SET FORTH ON THE NEXT PAGE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE. Signature of the Contract hereby constitutes a sale.

Purchaser Signature

Date

Accepted By

Date

SALES CONTRACT TERMS & CONDITIONS

PRICES: This quotation is based on current selling prices FOB point of shipment indicated for merchandise specified. If inland freight, ocean freight, marine insurance or other forwarding charges are included, they are estimated without obligation to the seller. Any increase in selling prices, freight charges, marine insurance, forwarding charges, and/or applicable U.S. or foreign taxes, duties or other levies, imposed subsequent to the date of this quotation, or by pro forma invoice, and/or are in effect at the time of shipment are for the purchaser's account and shall be paid by purchaser. Stenographical, typographical, and clerical errors are subject to correction by seller.

ACCEPTANCE OF ORDER: The purchaser's order for all merchandise covered by this quotation shall become effective only upon written acceptance by an officer or general manager of seller. Until acceptance by seller, this quotation is subject to change or withdrawal without prior notice. Seller's sales representatives are not authorized to bind seller to any terms of agreement, including, but not limited to, the terms of this quotation.

TAXES & DUTIES: Any taxes or other charges which the seller may be required to pay under any existing or future laws, upon or with respect to the sale, purchase, delivery, storage, processing, use consumption or transportation of any of the materials, equipment, or other merchandise covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the purchaser who shall promptly pay the amount thereof to seller upon demand.

PAYMENT: All prices quoted are payable in United States Dollars, unless otherwise provided in writing on reverse side of this document. All letter of credit charges, service fees, bank charges and/or other financing costs are for the purchaser's account, and shall be reimbursed prior to seller's delivery of the merchandise identified herein to buyer.

DEPOSIT: Any unit of merchandise sold with special options, including but not limited to remote controls, special paint, and/or mounted on purchaser's vehicles, shall be subject to a non-refundable deposit of twenty percent (20%) of the quoted sales price, to be paid to seller prior to purchaser's order being placed or booked. In the event no special options are ordered by purchaser, purchaser shall pay seller a non-refundable deposit of ten percent (10%) of the quoted sales price prior to seller placing or booking purchaser's order.

SHIPPING SCHEDULES: Shipping schedules are approximate only and are based upon prompt receipt of all necessary order information from buyer and the availability of equipment, parts, material and accessories from seller's suppliers.

FORCE MAJEUR - INABILITY TO PERFORM: The seller is not liable for any loss, damage, delay, necessary substitution of materials, or default in the manufacture or delivery of the articles ordered which result from causes beyond seller's reasonable control, including, but not limited to, strikes, lockouts, differences with workmen, fire, wars, acts of God, or of a public enemy, insurrection, riot, freight embargo, lack of storage of necessary materials, or delays caused by transportation facilities, act of purchaser, labor shortages, or acts of manufactures, suppliers, foreign or local government or military authorities and/or factors pertaining but not limited to preference priorities, allocations on order or production, labor or supply permits.

CANCELLATION: Seller reserves the right to cancel in its sole discretion any order without liability, if due to causes or conditions excusable under the "Force Majeure – Inability to Perform clause, the time of delivery is extended more than six months beyond the estimated delivery dates originally quoted. The purchaser may cancel an order, if such cancellation is agreed to in writing by seller and upon payment by purchaser for all merchandise previously shipped and, in addition, the payment by purchaser of any and all cancellation charges as to undelivered merchandise, which charges are imposed upon the seller by the manufacturer or supplier of said canceled merchandise (non-cancelable items). In the event an item of merchandise is noncancelable, seller may, at seller's sole discretion, apply purchaser's deposit to such cancellation charges and purchaser shall remain liable to seller for the cost of any non-cancelable item not covered by said deposit.

WARRANTIES: THE EQUIPMENT IS SOLD AS IS. SELLER MAKES NO EXPRESS NOR IMPLIED WARRANTY, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR USE AS TO THE MERCHANDISE PROVIDED, HOWEVER, THAT SELLER SHALL MAKE AVAILABLE TO BUYER TO THE EXTENT PROVIDED BY THE MANUFACTURER OF THE MERCHANDISE, SOLELY ON BEHALF OF THE MANUFACTURER, ANY WARRANTY PROVIDED BY THE MANUFACTURER. IN THE CASE OF USED EQUIPMENT, SELLER, AT ITS SOLE DISCRETION, MAY PROVIDE ON THE REVERSE SIDE HEREOF AN EXPRESS WARRANTY LIMITED TO REPLACEMENT OF PARTS WHICH SELLER, IN ITS SOLE DISCRETION, DETERMINES TO BE DEFECTIVE. SUCH WARRANTY SHALL BE LIMITED TO THE PERIOD SPECIFIED THEREIN. In the event the equipment fails to fulfill the warranty or warranties as provided herein, seller's liability shall be limited to that provided to such warranty or warranties. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OR DAMAGE CAUSED BY THE IMPROPER OPERATION OF THE EQUIPMENT, OR DUE TO THE MAINTENANCE OR MECHANICAL ADJUSTMENT OF THE EQUIPMENT AFTER DELIVERY TO PURCHASER. Purchaser hereby assumes liability for, and agrees to defend and save seller harmless, from any and all claims of liability, loss or damage arising out of purchaser's operation, use or possession of the equipment, including, but not limited to, any claims for property damage or personal injury.

PURCHASE ORDER: If this quotation is accepted and buyer signs this purchase order for that purpose, it is expressly agreed that the terms and conditions herein set forth shall prevail insofar as they may in any way conflict with the terms and conditions of buyer's separate purchase order form, and by the issuance of such purchase order by buyer, buyer shall be deemed to have agreed to the foregoing. Signature on this quotation reflects acceptance as a purchase order and constitutes a sale regardless of buyer's issuance of a separate purchase order or not.

CONTRACT TERMS & CONDITIONS: The terms and conditions set for above and elsewhere as part of this quotation shall, when accepted by purchaser, through submission of its purchase order or otherwise, shall constitute the entire agreement between the parties and no modifications or alterations thereof shall be valid or effective unless embodied in a written proposal executed by duly-authorized representatives of both parties. All stipulations, agreements and conditions contained in this contract are to apply to and bind the heirs, executors, administrators and/or successors and assigns of the respective parties hereto.

GOVERNING LAW: This agreement shall be governed by, construed and enforced in accordance with the law of the State of California and the courts of the State of California shall have jurisdiction of all matters arising out this quotation or any agreement created by the sellers' acceptance of this quotation.

SEVERABILITY: In the event that any condition or covenant of this quotation after acceptance by seller, is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this quotation/agreement and shall in no way effect any other covenant or condition of this quotation/agreement. If any condition, covenant, or other provision herein, is deemed invalid due to its scope of breadth, the condition, covenant or provision shall be deemed valid to the extent permitted by law.

WAIVER AND AMENDMENT: No breach of any provision can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision. This quotation/agreement may be modified only by written agreement executed by all parties hereto.

ATTORNEY'S FEE & COSTS: In the event it becomes necessary to engage the services of an attorney to enforce any of the provisions of this agreement or to affect collection of any amount due hereunder, the prevailing party shall recover reasonable attorney's fees and all costs otherwise provided by law. The prevailing party to any litigation as described above to enforce this agreement shall also be entitled to said party's reasonable costs and attorneys' fees incurred in enforcing judgment. It is expressly recognized, acknowledged and agreed by the parties that post-judgment attorneys' fees, as provided for in this paragraph shall not be merged into or extinguished by any judgment entered in litigation arising out of this agreement.