



CITY OF SAN DIEGO

PURCHASING & CONTRACTING DEPT.
1200 Third Avenue, Suite 200
San Diego, CA 92101-4195

ORIGINAL

Bid No. 10032675-13-E

REQUEST FOR BID

Closing Date: January 29, 2013
@ 3:00 p.m.

Subject: Furnish the City of San Diego with Ford Utility Police Interceptor All-Wheel-Drive Vehicles

Timeline: As may be required for a period of one (1) year from date of award, with options to renew for four (4) additional one (1) year periods, in accordance with the attached specifications.

1. Company: SUNROAD Auto LLC DBA Kearny PEARSON FORD
Address: 7303 Clavemont Mesa Blvd.
City/State/Zip: San Diego CA 92111
Telephone: 858-715-3410
Contact: Khusro Ahmed E-Mail Address: KAHMED@KearnyPEARSONFord.com
The City of San Diego Business Tax License Number: 2008038132
Federal Tax ID Number: Resale SRFH-101-167600
2. The City's Standard Payment Terms are Net 30 Days.
Bidders may offer other payment terms (e.g., 2% 20 days) but they will not be considered in making the award decision. If different terms are offered, the City retains the option of making payment(s) based on these terms.
State delivery time required: 90-130 days after receipt of order. Discounted terms offered: NET % 30 Days
FOR CONSIDERATION AS A RESPONSIVE BID, THE FOLLOWING IS REQUIRED:
1) Bid must be submitted on official City bid forms.
2) All information on this Request for Bid cover page must be completed.
3) This cover page must be signed with an original signature.
4) Bid must be submitted on or before the exact closing date and time. Bid received after the exact closing date and time will NOT be considered. If hand delivering, please allow enough time for travel and parking to submit by the closing date and time.
3. Signature* of Authorized Representative/Contractor
Signature* [Handwritten Signature]
Print Name: KHUSRO AHMED
Title: FLEET DIRECTOR
Date: 1/27/13
*Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this Agreement and any Exhibits incorporated into this Agreement. Unless otherwise agreed to in writing, the Agreement includes the City's Request for Bid No. 10032675-13-E, including any addendums issued under Bid No. 10032675-13-E, the City's General Provisions for Bids dated January 3, 2005, and the Contractor's Bid in Response to the City's Request for Bid No. 10032675-13-E.

FOR FURTHER INFORMATION CONCERNING THIS BID, PLEASE CONTACT:

BEVERLY ASBILL-GUMBS/ylk, Senior Procurement Specialist

Phone: (619) 236-5923

Fax: (619) 533-3225

E-mail: BAsbillGumbs@sandiego.gov

**MEMORANDUM OF AGREEMENT
FOR FORD UTILITY POLICE INTERCEPTOR
ALL-WHEEL DRIVE VEHICLES**

This Memorandum of Agreement (MOA) is made by and between Sunroad Auto LLC, dba Kearny Pearson Ford (Bidder), with an office at 7303 Clairemont Mesa Boulevard in San Diego, and the City of San Diego (City), referred to individually as "Party" and collectively as the "Parties," to memorialize their acceptance of the terms of the Contract resulting from the Bidder's successful bid in response to the City's Request for Bid No. 10032675-13-E for Ford Utility Police Interceptor All-Wheel Drive Vehicles (Police Vehicles).

Recitals

WHEREAS, the City issued Request for Bid No. 10032675-13-E to furnish the City with Police Vehicles (RFB), a true and correct copy of which is attached hereto as Exhibit "A";

WHEREAS, except as otherwise specified, the RFB also incorporates the City's General Provisions for Bids Dated January 3, 2005 (General Provisions), a true and correct copy of which is attached hereto as Exhibit "B";

WHEREAS, Bidder submitted a bid in response to the RFB (Bid), a true and correct copy of which is attached hereto as Exhibit "C"; and

WHEREAS, the City has determined that the Bidder's Bid is the winning bid and intends to award the contract to the Bidder on that basis;

NOW, THEREFORE, for valuable consideration the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Contract Documents. This MOA consists of this document and all the documents listed below, which are attached hereto as Exhibits A - C and incorporated in full herein, and which together contain all the terms and conditions of this MOA (collectively referred to as "Contract Documents").

- 1.1 City's RFB No. 10032675-13-E (Exhibit "A");
- 1.2 City's General Provisions (Exhibit "B");
- 1.3 Bidder's Bid (Exhibit "C");

This MOA, including all the Exhibits incorporated into this MOA, constitutes the entire understanding between the City and the Bidder with respect to the subject matter and transactions contemplated by this MOA. This MOA including all the Exhibits incorporated into this MOA supersedes any and all prior agreements, understandings, promises, or inducements with respect to the subject matter and transactions contemplated by this MOA.

2. Scope of Work. The Bidder shall provide City with seventy-six (76) Police Vehicles, in strict compliance with the Contract Documents, to be delivered to the City within one hundred and thirty (130) days and at the prices stated in the Bidder's Pricing Page(s) and summarized below. The time for delivery starts on the Effective Date of this MOA.

Quantity	Description of Vehicle	Optional Equipment	Unit Price	Extension (w/o tax)
76	2013 Ford Utility Police Interceptor, All-Wheel Drive Vehicle (Ford Explorer 4 Dr)	Bid Items B.1 through B.9 (installed), and City-provided equipment per section 2.1 (below)	\$26,674.19	\$2,027,238.44

2.1 City-Provided Equipment. The City shall provide the Bidder with additional Police Vehicle equipment as specified in RFB sections IV.D.3 and IV.D.10, for installation in the Police Vehicles. The Bidder's cost of installing this City-provided equipment is included in the Bidder's Bid, and shall be installed at no additional cost to the City. The City will deliver the City-provided equipment to the Bidder or the Bidder's upfitter at the City's sole expense. The Bidder shall notify the City at least seven (7) days in advance of when it needs the City-provided equipment delivered.

3. Term. This MOA shall become effective on the date it is fully executed by both Parties and approved by the City Attorney in accordance with San Diego Charter Section 40. This MOA shall expire upon the expiration of the last warranty included in the Bid. Any outstanding obligations of either Party shall survive the expiration of this MOA and continue until such obligations are satisfied.

4. Option to Renew. The City and the Bidder may renew this MOA for up to four additional one-year periods under the terms and conditions stated in the MOA as more fully described in the RFB, Specific Provisions, Section II.F - Option to Renew. The City will notify the Bidder in writing if it desires to purchase additional Police Vehicles under this MOA. This MOA shall not be renewed beyond a cumulative total of five years without City Council approval.

5. Compensation. The City shall pay the Bidder \$2,027,238.44 for 76 Police Vehicles plus \$155,009.60 in sales tax (currently 8%, excluding labor cost to install optional equipment), for a total not-to-exceed amount of \$2,182,248.04. The City shall pay the Bidder within thirty (30) days after delivery of each Police Vehicle and acceptance by the City. The Bidder is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this MOA is amended in a writing duly executed by the Parties increasing this not-to-exceed amount, and approved by the City Council. The purchase price (excluding sales tax) will be financed through the Master Lease Agreement between the City and JP Morgan Chase Bank, on file in the Office of the City Clerk as Document No. OO-20166. Bidder shall accept payment from JP Morgan Chase Bank as if such payment was made directly by the City.

6. Delivery and Acceptance. The Bidder shall notify the City once the Police Vehicles are complete to schedule a date for delivery. Delivery shall be made to the City's facility located at 2740 Caminito Chollas in San Diego at no additional cost to the City. If any Police Vehicles are

not satisfactory to the City, the Bidder will make the necessary modifications to bring the Police Vehicles into compliance with the Contract Documents and notify the City when the modifications are complete. If the Police Vehicles are acceptable to the City, the City will take delivery and pay the Bidder in accordance with section 5 above.

7. Annual Appropriation of Funds. Bidder acknowledges that the term of this MOA may extend over multiple City fiscal years, and Bidder understands and agrees that purchases and compensation under this MOA is contingent on the City Council appropriating funding for and authorizing such purchases and compensation for those fiscal years. In the event sufficient funds are not duly appropriated and authorized for any given fiscal year, this MOA may be terminated at the end of the fiscal year for which funding was appropriated and authorized. The City is not obligated to pay Bidder for any amounts not duly appropriated and authorized by the City Council.

8. Contract Interpretation. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe work, materials, equipment, goods or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth below in descending order of precedence (the document in section 8.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.

Order of Precedence:

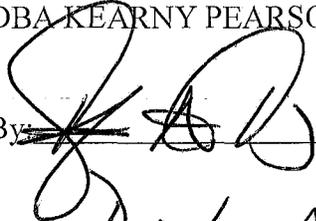
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|-----|-------------------------------|
| 8.1 | This Memorandum of Agreement. |
| 8.2 | RFB No. 10032675-13-E. |
| 8.3 | The Bidder's Bid. |
| 8.4 | The General Provisions. |

9. Amendments. This MOA may not be amended except by an instrument in writing duly executed by both Parties. Any alleged oral amendments shall have no force or effect.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego pursuant to City Council Resolution No. R- 308014 authorizing such execution, and the Bidder acting by and through its authorized officer.

SUNROAD AUTO, LLC
DBA KEARNY PEARSON FORD

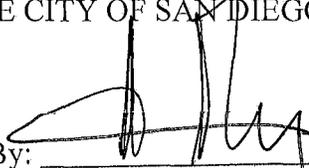
By:  _____

Name: Douglas A Davis

Title: General Manager VP.

Date: 2/26/13

THE CITY OF SAN DIEGO

By:  _____

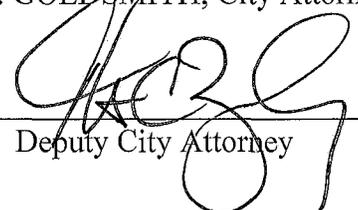
Al Rechany
Purchasing & Contracting
Interim Director

Title: _____

Date: 2/27/13

I HEREBY APPROVE the form and legality of the foregoing agreement this 28th day of February, 2013.

JAN I. GOLDSMITH, City Attorney

By:  _____

Deputy City Attorney