SAN DIEGO UNIFIED PORT DISTRICT PURCHASE AGREEMENT FOR PATROL SUVS FOR HARBOR POLICE DEPARTMENT

Purchase Agreement No. 93-2022MA

The parties to this Agreement are the SAN DIEGO UNIIFIED PORT DISTRICT, a public corporation (District) and 72 HOUR LLC dba NATIONAL AUTO FLEET GROUP, a California Limited Liability S-Corporation (Vendor).

The parties agree:

1. SPECIFICATIONS AND COST:

- (a) In accordance with Sourcewell Contract #091521-NAF, Vendor will provide District three (3) new Patrol SUV vehicles. Vehicles shall be as specified on Vendor quote, attached as Attachment A, Specifications and Cost. Vendor understands the meaning, intent and requirements contained therein.
- (b) Vendor agrees to furnish the materials to the District by the delivery date specified in strict conformity with the specifications therefore, for the prices quoted and in accordance with conditions herein.

2. RECEIPT OF GOODS:

The goods will be deemed received by District when delivered to District at 1400 Tidelands Avenue, National City, CA 91950, which shall hereinafter be referred to as the "Place of Delivery."

3. RIGHT OF INSPECTION:

District will have the right to inspect and accept or reject the goods when received at the Place of Delivery, and the right, within ten (10) business days after receipt, to give notice to Vendor of any claim for damages on account of the condition, quality, or grade of the goods. The District retains the right to inspect and accept or reject any goods to be delivered to a bailee, as if such were delivered to the District itself, and in such instance, Vendor will tender to District a valid and adequate negotiable document of title covering the goods or written acknowledgement from the bailee of the District's right to possession of the goods. Any attempt by District to correct any of the goods delivered in a defective or non-working condition will not constitute an acceptance of such goods where such efforts are commercially reasonable in extent and cost, and District may subsequently revoke its acceptance and reject the goods where the attempt to correct such defect has proved unsuccessful.

4. REJECTED GOODS:

On receipt of notification of rejection of goods,	, Vendor will immediately arrange to receive
back the rejected goods at Vendor's expense	, and [Parties to initial clause below]:

M		Ship conforming goods within ten (10) business days of notice o
Vendor	District	rejection, unless District notifies Vendor to forego such shipmen
		in its notification of rejection of goods.

5. RISK OF LOSS:

The risk of loss from any casualty to the goods, regardless of the cause, will be on Vendor up to the time of receipt of the goods by District at the Place of Delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk will be on District, including any goods thereafter returned to Vendor until their receipt by Vendor.

6. TRADE NAMES:

Certain materials may be designated in the specifications by a trade name or the name of a manufacturer. Materials which are "an equal" item of equal quality and the required characteristics for the purpose intended will be permitted.

7. **DELIVERY:**

- (a) Delivery shall be made no later than April 13, 2023 unless District provides written authorization for a later delivery date. Delivery shall be coordinated between District and Vendor.
- (b) Vendor shall not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God or any other causes beyond control of vendor, provided a written extension of time to make delivery is obtained from the Executive Director of District or authorized designee.
- (c) Vendor shall comply with Vehicle and Equipment Delivery Instructions, attached to this Purchase Agreement as Attachment B.

8. FIRM PRICES:

Prices of a bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation the maximum limit shall be shown. If no limit is set to this escalation, the bid shall be rejected. In the event of a decline in market price(s) below the price(s) bid, District shall receive the benefit of such decline.

9. ROYALTIES AND PATENTS:

The successful vendor shall pay all royalties and patent fees. Said Vendor shall defend all suits and claims for infringements of any patent rights and shall save District harmless from loss on account thereof, including reasonable attorney's fees.

10. **TAXES**:

District shall furnish Exemption Certificates for Federal Excise Tax. District shall pay the State, City and County Sales Taxes. However, sales tax is to be added by the Vendor to the net amount invoiced.

11. ASSIGNMENT:

No assignment by either party of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, will be binding upon the other party until its written consent has been obtained.

12. CALIFORNIA LAW:

The validity, construction, and interpretation of this bid and any Agreement shall be governed by the laws of the State of California.

13. **PAYMENT:**

Payment for the materials shall be made for materials which shall be due and payable only upon acceptance by the District after the materials have been delivered and inspected and tested for compliance with the specifications

14. ANTITRUST CLAIMS:

These provisions are included in this Agreement as required by California Government Code Section 4550 et seq: In submitting a bid to the District, the Vendor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials or services by the Vendor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the vendor, without further acknowledgment by the parties.

15. VENDOR'S WARRANTIES:

In addition to any manufacturer's warranties associated or provided with the goods, copies of which shall be delivered by Vendor with the goods and their incorporation herein shall be deemed made by this reference, without attachment, as though fully set forth herein, Vendor expressly warrants that the goods are fit for the purpose to which Buyer desires the goods to be used (new and unused goods).

Furthermore, the parties intend that the provisions of Division 2 of the California Uniform Commercial Code ("CUCC") will apply to this Section, except where this Contract may expressly provide otherwise, and thereby Vendor intends all implied warranties there under, without limitation by reference herein, to apply to this Contract, including, but not limited to: (i) a warranty that the goods are now free, and at the time of delivery will be free, from any security interest or other lien or encumbrance, (ii) a warranty that at the time of signing the Contract, Vendor neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Vendor in the goods, (iii) a warranty that the goods are of merchantable quality, and (iv) a warranty that the goods are fit for the purpose to which Buyer desires the goods to be used.

16. INDEMNIFICATION:

Vendor agrees to indemnify, defend and hold harmless District, its officers, agents, and employees, from and against any and all claims, liabilities, damages, demands, losses, costs, and expenses including reasonable attorney's fees arising directly or indirectly out of the obligations of this Agreement, except claims arising through the sole negligence or willful misconduct of the District.

17. COMPLIANCE WITH LAWS:

The Parties will comply with all applicable governmental laws, regulations, orders, and other rules of duly constituted authorities.

18. **TERMINATION:**

The District also reserves the right, at any time prior to delivery and acceptance of the goods and after delivery of written notice to Vendor at the above address or fax number, to terminate this Agreement, with or without cause, even though there has not been any act or omission sufficient to constitute an anticipated or actual breach of the Agreement or of any implied warranty. Termination of this Agreement in accordance with the section will serve

to release both Parties from any further obligations hereunder, including but not limited to delivery of and payment for the goods.

19. **NOTICES:**

All notices and other communications required or authorized under this Agreement will be given in writing by: (i) personal delivery, (ii) registered mail or overnight express delivery service or (iii) email. Each party will advise the other promptly of any change in its address. It is an express condition of this Agreement that this contract shall not be complete or effective until signed by the Executive Director or designee on behalf of the District.

VENDOR:

Vendor's Legal Entity Listing (DBA				
Mil Carroll	Sep 6, 2022			
Vendor's Signature	Date			
Neil Carroll	Director of Sales			
Signatory's Printed Name	Title			
SAN DIEGO UNIFIED PORT DIST	RICT:			
Magda Fernandez Printed Name	Vice President, Public Safety/ Chief of Harbor Police Title			
Signature	Date			
APPROVED AS TO FORM AND LEGALITY:				
General Counsel				
By: Assistant/Deputy	Date			

72 HOUR LLC dba NATIONAL AUTO FLEET GROUP

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National Auto Fleet Group

490 Auto Center Drive, Watsonville, CA 95076 [855] 289-8572 • [831] 480-8497 Fax Fleet@NationalAutoFleetGroup.com

8/22/2022 8/23/2022 Re-Configured

Quote ID: 21076 R1

Order Cut Off Date: TBA

Mr Mark Adams Port of San Diego

1400 Tidelands Ave

National City, California, 91950

Dear Mark Adams,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Three (3) New/Unused (2023 Ford Police Interceptor Utility (K8A) AWD, P46) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (3)	Est. Lease Per	Unit To Own	Total Savings
Contract Price	\$58,320.00	\$56,268.31	3.518	\$168,804.93	36 Months	\$1,704.93	\$6,155.07
P46	\$0.00	\$0.00		\$0.00			
Tax (8.7500 %)		\$4,923.48		\$14,770.44	48 Months	\$1,299.80	
Tire fee		\$8.75		\$26.25	60 Months	\$1,063.47	
Total		\$61,200.54		\$183,601.62			

⁻ per the attached specifications.

This vehicle(s) is available under the Sourcewell Contract 091521-NAF to purchase or Sourcewell contract 032615-NCL to lease to own. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call. Sincerely,

Office Dpt

Account Manager

Email: Office@nationalautofleetgroup.com

Office: (855) 289-6572 Fax: (831) 480-8497















Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: <u>Fleet@NationalAutoFleetGroup.com</u>

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

www.NAFGETA.com Learn how to track your vehicle:

www.NAFGpartner.com Use the upfitter of your choice:

ETA@NationalAutoFleetGroup.com Vehicle Status:

Fleet@NationalAutoFleetGroup.com **General Inquiries:**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

Code	Description
99C	ENGINE: 3.0L V6 ECOBOOST, -inc: (148-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon, 3.31 Axle Ratio
TRANSI	IISSION
Code	Description
44U	TRANSMISSION: 10-SPEED AUTOMATIC (44U)
PRIMAR	Y PAINT
Code	Description
UM	AGATE BLACK
PAINT S	CHEME
Code	Description
	STANDARD PAINT
SEAT TY	PE
Code	Description
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE R	ATIO
Code	Description
	3.31 AXLE RATIO
ADDITIC	NAL EQUIPMENT
Code	Description
67U	ULTIMATE WIRING PACKAGE, -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10 amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring
	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running

Code	Description			
	PACKAGE			
85R	REAR CONSOLE PLATE, -inc: Contours through 2nd row; channel for wiring			
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING			
67V	FRONT & REAR POLICE WIRE HARNESS CONNECTOR KIT, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector and (1) 14-pin IP connector			
76R	REVERSE SENSING SYSTEM			
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps			
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened			
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand			
17A	REAR AUXILIARY AIR CONDITIONING			
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches			
59B	KEYED ALIKE - 1284X			
90G	BALLISTIC DOOR-PANELS (LEVEL IV+), -inc: Driver and passenger front-doors			
18X	100 WATT SIREN/SPEAKER W/BRACKET & PIGTAIL			
51V	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (WHELEN) Page 8 of 15 A			

500A

ORDER CODE 500A

2023 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2023 Ford	Police Interceptor Utility AWD	
CODE	MODEL	MSR
K8A	2023 Ford Police Interceptor Utility AWD	\$47,165.0
	OPTIONS	
99C	ENGINE: 3.0L V6 ECOBOOST, -inc: (148-MPH top speed), Note: Deletes regenerative braking and lithium-ion battery pack; adds 250-Amp alternator, replaces H7 AGM battery (800 CCA/80-amp) w/H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank w/21.4-gallon, 3.31 Axle Ratio	\$950.0
44U	TRANSMISSION: 10-SPEED AUTOMATIC (44U)	\$0.0
UM	AGATE BLACK	\$0.0
	STANDARD PAINT	\$0.0
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.0
	3.31 AXLE RATIO	IN
67U	ULTIMATE WIRING PACKAGE, -inc: wiring harness instrument panel to rear cargo area (overlay), (2) light cables - supports up to (6) LED lights (engine compartment/grille), (1) 10-amp siren/speaker circuit engine compartment and rear hatch/cargo area wiring - supports up to (6) rear LED lights, Does not include LED lights, side connectors or controller, Rear Console Plate, Contours through 2nd row; channel for wiring, Grille LED Lights, Siren & Speaker Pre-Wiring	\$560.0
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$260.0
51V	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (WHELEN)	\$665.0
18X	100 WATT SIREN/SPEAKER W/BRACKET & PIGTAIL	\$315.0
90G	BALLISTIC DOOR-PANELS (LEVEL IV+), -inc: Driver and passenger front-doors	\$4,830.0
59B	KEYED ALIKE - 1284X	\$50.0
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$160.0
17A	REAR AUXILIARY AIR CONDITIONING	\$610.0
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand	\$230.0
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened	\$25.0
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	\$545.0
76R	REVERSE SENSING SYSTEM	\$275.0
67V	FRONT & REAR POLICE WIRE HARNESS CONNECTOR KIT, -inc: For connectivity to Ford PI Package solutions includes front (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector for speakers, (1) 4-pin IP connector for siren controller connectivity, (1) 8-pin sealed connector, (1) 14-pin IP connector, rear (2) male 4-pin connectors for siren, (5) female 4-pin connectors for lighting/siren/speaker, (1) 4-pin IP connector	\$185.0

8/23/22 3:57 I DocuSign Envelo	pe ID: 4C24250F-B0C8-4978-989A-6A284131886C	vice, and deliver letter	
7	for speakers, (1) 4-pin IP connector for siren controller (1) 14-pin IP connector	connectivity, (1) 8-pin sealed connectivity, (1) 8-pin sealed connectivity, (1)	
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING		
85R	85R REAR CONSOLE PLATE, -inc: Contours through 2nd row; channel for wiring		
500A			
Please no	te selected options override standard equipment		
	SUBTOTAL	\$56,825.00	1
	Advert/ Adjustments	\$0.00	
	Manufacturer Destination Charge	\$1,495.00	
	TOTAL PRICE	\$58,320.00	
Est Highw	6 (2022) MPG ay: 22 (2022) MPG ay Cruising Range: 792.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)

Transmission: 10-Speed Automatic

3.73 Axle Ratio

GVWR: 6,840 lbs (3,103 kgs)

50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.

Transmission w/Oil Cooler

Automatic Full-Time All-Wheel

Engine Oil Cooler

80-Amp/Hr 800CCA Maintenance-Free Battery

Hybrid Electric Motor 220 Amp Alternator

Class III Towing Equipment -inc: Hitch

Trailer Wiring Harness

Police/Fire

1670# Maximum Payload

Gas-Pressurized Shock Absorbers

Front And Rear Anti-Roll Bars

Electric Power-Assist Steering

19 Gal. Fuel Tank

Dual Stainless Steel Exhaust

Permanent Locking Hubs

Strut Front Suspension w/Coil Springs

Multi-Link Rear Suspension w/Coil Springs

Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps

Tires: 255/60R18 AS BSW

Steel Spare Wheel

Spare Tire Mounted Inside Under Cargo

Clearcoat Paint

Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook

Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent

Body-Colored Bodyside Cladding and Black Wheel Well Trim

Sell, service, and deliver letter

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Black Side Windows Trim and Black Front Windshield Trim

Black Door Handles

Black Power Side Mirrors w/Convex Spotter and Manual Folding

Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster

Deep Tinted Glass

Speed Sensitive Variable Intermittent Wipers

Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks

Auto On/Off Projector Beam Led Low/High Beam Headlamps

LED Brakelights

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display

Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls

Integrated Roof Antenna

1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat

Passenger Seat

35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat

Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer

Power Rear Windows and Fixed 3rd Row Windows

Fleet Telematics Modem Selective Service Internet Access

Remote Releases -Inc: Power Cargo Access

Cruise Control w/Steering Wheel Controls

Dual Zone Front Automatic Air Conditioning

HVAC -inc: Underseat Ducts

Locking Glove Box

Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks

Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Inserpaged:Metal-Look Interior Accents

Full Cloth Headliner

Urethane Gear Shifter Material

Day-Night Rearview Mirror

Driver And Passenger Visor Vanity Mirrors

Mini Overhead Console w/Storage and 2 12V DC Power Outlets

Front And Rear Map Lights

Fade-To-Off Interior Lighting

Full Vinyl/Rubber Floor Covering

Carpet Floor Trim

Cargo Features -inc: Cargo Tray/Organizer

Cargo Space Lights

Dashboard Storage, Driver And Passenger Door Bins

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks

Systems Monitor

Redundant Digital Speedometer

Trip Computer

Analog Appearance

Seats w/Vinyl Back Material

Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints

2 12V DC Power Outlets

Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)

ABS And Driveline Traction Control

Side Impact Beams

Dual Stage Driver And Passenger Seat-Mounted Side Airbags

Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags

Curtain 1st And 2nd Row Airbags

Airbag Occupancy Sensor

Passenger Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

Back-Up Camera w/Washer

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ATTACHMENT B

SAN DIEGO UNIFIED PORT DISTRICT VEHICLE AND EQUIPMENT DELIVERY INSTRUCTIONS

Vehicles and equipment will be accepted by scheduled deliveries only. Deliveries may be scheduled by contacting the San Diego Unified Port District's Materiel Support & Management Center at <u>619-686-6337</u> between the hours of 7:30a.m. and 3:30 p.m. a minimum of 48 hours before proposed delivery. Monday through Thursday except on Port District Holidays.

A dealer's representative or legal agent must accompany all vehicles or equipment delivered to the San Diego Unified Port District (District). Vehicles or equipment arriving without a dealer's representative or legal agent present will not be accepted nor offloaded on District property. The dealer's representative or legal agent must be in possession of all documents required for the dealer to effect registration of the vehicle or equipment with the Department of Motor Vehicles. The District is an exempt agency identified as an "Other Political Subdivision" for the purposes of DMV registration.

Vehicles or equipment scheduled for delivery must include all equipment, components, modifications, manuals, keys, and other items specified in the bid specifications provided by the District Procurement Department. A Due Bill may or may not be accepted at the discretion of the District in lieu of an item excluded during delivery.

All vehicles and equipment delivered to the District will be subject to a complete technical inspection by the District's automotive equipment mechanics prior to acceptance. The District fleet equipment manager or appointed representative will conduct an inspection for paint damage and appropriate paint application in conjunction with the technical inspection. The District will use up to ten (10) working days to complete these inspections. The inspections are to ensure compliance with the bid specifications provided by the District at the time the order is placed, or to ensure compliance with any prescribed amendments to the original purchase agreement and/or purchase order. If any discrepancies are found, the vendor will be notified and requested to correct the discrepancies. When the vehicle or equipment has met all of the specifications, it will then be accepted and processed for payment.