

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

BUD CLARY AUTO GROUP

Dated January 5, 2017

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), and Bud Clary Auto Group, a Corporation ("Contractor") and is dated as of January 5, 2017.

RECITALS

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05916 dated November 15, 2016 regarding Motor Vehicles.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase motor vehicles and/or services as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The initial term of this Master Contract is 4 years (48 months) years from award of the contract, commencing January 5, 2017 and ending January 5, 2021. Following the initial term, this agreement will automatically renew for successive four (4) one year terms unless terminated earlier. The total contract term, including the initial term and all extensions, will not exceed eight years unless circumstances require a special extension.
- 2. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
 - 2.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
 - Washington state agencies, departments, offices, divisions, boards, and commission; and
 - Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.

- 2.2. **MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
3. **SCOPE – INCLUDED GOODS/SERVICES AND PRICE.**
- 3.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 3.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 3.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 3.4. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.
4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser’s Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced

and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

The Manufacturer's standard vehicle warranty shall cover all vehicles and contractual services of the Contract. The Manufacturer's standard warranty is required to provide coverage against defective material, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Manufacturer's standard warranty coverage shall be identical to or exceed the most inclusive of those normally provided for the Commodities and contractual services specified herein that are sold to any state or local governments. The Manufacturer's standard warranty shall have a minimum term of one (1) year from the date of Acceptance of the Master Contract, and shall begin only at the time of Acceptance by the Purchaser.

If the Manufacturer's standard warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract requirements, specifications, terms and conditions shall prevail. The Manufacturer's standard warranty terms and conditions are not part of the Contract requirements, specifications, terms, and conditions.

- 4.4. Recalls. In the event there is a recall of any of the Commodities, any of its components or any parts of the base vehicle ("Vehicle Recall"), Authorized Manufacturer Dealers in a customers service area shall provide reasonable assistance to Enterprise Services in developing a recall strategy and shall cooperate with the Enterprise Services and the Buyers in monitoring the recall operation and in preparing such reports as may be required. Each Contractor or Authorized Manufacturer Dealer shall immediately notify and provide copies to Enterprise Services of any communications, whether relating to recalls or otherwise. The Authorized Manufacturer Dealer, at its own cost, shall ensure defective Recalled Equipment are rectified, replaced or destroyed in compliance with all applicable laws, rules or regulations and Enterprise Services reasonable instructions.
- 4.5. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 4.6. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.

- 4.7. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.8. MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.9. MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

5. USING THE MASTER CONTRACT – PURCHASES.

- 5.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:
- Access by standard web browsers-Contract Automobile Request System (CARS)
 - Unique customer identifying log-in capabilities
 - Product information such as unit of measure, item status, price description and photos
 - Item status inquiry functionality that provides stock availability
 - Order tracking
 - Help functionality
 - Reflect current catalog/price list and contract pricing
 - Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
 - Shall not include any items that are specifically excluded from this contract
- 5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work

- hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
- (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
 - (d) Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred twenty (120) calendar days after receipt of order.
 - (e) Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the vehicles from the Manufacturer, with one exception – vehicles requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Commodities from the Manufacturer(s).
 - (f) Delivery of the awarded new, unused Vehicles is defined as receipt of the awarded new Vehicle at the Customer's place of business or designated location, or if the Customer chooses, at the Contractor's place of business. The Contractor must give the ordering Customer a minimum of forty eight (48) hours' notice prior to Delivery. Deliveries will be received only between 8:00am and 3:00pm (Customer's local time) on the Customer's normal business days unless previously arranged and approved by the Customer. Once notified by contracted dealer, customer will have seventy-two (72) hours to receive vehicle delivery.
 - (g) Deliveries of awarded new Vehicles is made by either private or common carrier transport; or where delivery may be accomplished by driving the self-propelled Motor Vehicle with the Customer's prior coordination. The Contractor must make every effort to minimize the number of odometer miles at delivery. The Contractor must comply with the Manufacturer's break-in requirements and all applicable traffic and safety laws.

- (h) All self-propelled Motor Vehicle delivered by the Contractor to the Purchaser shall contain no less than one-quarter (1/4) tank of fuel or power as indicated by the fuel or power gauge at the time of delivery.
- (i) Customer is to pay all title and licensing fees directly to the Department of Licensing (DOL) or their local sub agent. Dealer will not invoice customer for such fees, including the trauma care fee which will be paid to DOL per RCW 46.12.042 (2). Dealer check previously made out to DOL for a portion of the Licensing Fees will not be provided.
- (j) The Contractor will perform the standard Manufacturer's Pre-Delivery Inspection, and is responsible for delivering an awarded Vehicle that is properly serviced, clean, and in first class operating condition. Pre-Delivery service, at a minimum, shall include the following:
- Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants
 - Check / Fill all fluid levels to assure proper fill
 - Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s)
 - Inflate tires (including any spares) to proper pressures
 - Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic Features
 - Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.
 - Assure that the Motor Vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.
- (k) All Vehicles shall be delivered with each of the following applicable documents completed and included:
- Copy of the Manufacturer's Pre-Delivery Inspection form, which meets or exceeds the requirements herein;
 - Manufacturer's Window Sticker(s), if applicable;
 - Manufacturer's Certificate of Origin, if applicable;
 - Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;
 - Copy of the Manufacturer's Standard Warranty Certifications;
 - Sales Tax Exemption Form, if applicable;

- (l) Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Purchasers may be cause for default proceedings and/or Contract termination.
- (m) These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of an awarded Vehicle that was previously rejected upon initial delivery.
- (n) Awarded Vehicles requiring post-Manufacturer, Dealer installed OEM Options and Identified Aftermarket Options must be delivered FOB Destination to any point within the State of Washington within thirty calendar days after receipt of the awarded Vehicles from the Manufacturer(s).

Final Inspection and Acceptance

- (a) The Purchaser, within three (3) business days of delivery, shall thoroughly inspect the Vehicle received for acceptability. The Purchaser shall compare the physical Vehicle delivered; contract prices, Discounts, requirements, specifications, terms, and conditions; Purchase Order; and Manufacturer's Window Sticker / Manufacturer's Invoice(s) to ensure the Vehicle received meet or exceed the requirements, specifications, terms, and conditions of the Contract and Purchase Order. Additionally, the Purchaser shall inspect the Vehicle for any physical damage if notified in 3 days. The Contractor is obligated to correct any concealed damage in the Vehicle pending usage.
- (b) The Parties agree that inspection and acceptance shall be the Purchaser's responsibility and occur at the location of the Purchaser. Title and risk of loss or damage to all Commodities shall be the responsibility of the Contractor until accepted by the Purchaser. The Contractor shall be responsible for filing, processing, and collecting all damage claims. The Purchaser shall assist the Contractor by:
 - Recording any evidence of visible damage on all copies of the delivering carrier's bill of lading
 - Report any known visible and concealed damage to the carrier and the Contractor
 - Confirm said reports in writing within fifteen (15) business days of delivery, requesting that the carrier inspect the damaged merchandise
 - Provide the Contractor with a copy of the carrier's bill of lading and damage inspection report

- (c) Transportation and Delivery of the vehicle on Contract, does not constitute Acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given by the Purchaser only after a thorough inspection indicates that the Vehicle is undamaged and meets the Contract requirements, specifications, terms, and conditions. Should the delivered Vehicle be damaged or differ in any respect from the Contract requirements, specifications, terms, and conditions, payment shall be withheld until such time as the Contractor completes the required, Purchaser approved, corrective action.
- (d) Should the vehicle require service or adjustments as part of the purchaser approved corrective action(s), the Contractor shall either remedy the defect or be responsible for reimbursing the Manufacturer's local service Dealer or others selected by the purchaser to remedy the defect. The Contractor shall initiate such required service or adjustments within two (2) business days following notification by the purchaser. The vehicle shall not be accepted until all service and / or adjustments are satisfactory and the Vehicle is re-delivered in acceptable condition. The costs of any transportation and delivery or any re-deliveries due to error or damage are the responsibility of the Contractor.
- (e) The ordering Purchaser shall notify the Enterprise Services of any Contract deviation that it cannot resolve with the Contractor. Enterprise Services and Purchaser shall develop a corrective action plan related to the Contract deviation, which may include the Purchaser's permanent refusal to accept the vehicle, in which case the vehicle shall remain the property of the Contractor, and the purchaser and the State shall not be liable for payment for any portion thereof.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

- 5.5. Testing. Samples of delivered vehicles and contractual services may be selected at random by Enterprise Services or Purchaser and tested for compliance with the requirements, specifications, terms, and conditions.
- 5.6. VEHICLE COMPLIANCE AND COMPATIBILITY. It is the Contractor's responsibility to ensure that the vehicles supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, the Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Eligible User are fully compatible with each other. The Contractor's acceptance of the Eligible User's Purchase Order shall indicate that the Contractor agrees to deliver Vehicle that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions.

In the event any ordered Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components are found by the Eligible User to be missing, incorrect, defective, damaged, non-compatible, or non-compliant, the Contractor shall, at the Eligible User's discretion, be required to do one of the following:

- Install or repair the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options; and their respective features, equipment, and components
- Replace the Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options and their respective features, equipment, and components
- Refund the purchase price of the applicable Base Equipment, OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options to the Eligible User

Any changes necessary after the delivery of the Vehicle / Commodities that are required to bring a Vehicle / Commodities into compliance and / or compatibility due to an incorrect order fulfillment by the Contractor may be accomplished at the Contractor's expense.

Delivery of non-conforming Commodities and contractual services, which are not remedied as required herein, may be cause for default proceedings and / or Contract termination

- 5.7. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 5.8. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect

to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 5.9. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 5.10. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 5.11. **TAXES/FEEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate. Contracted Dealers are not required to have business licenses or city business licenses for customer location.

6. CONTRACT MANAGEMENT.

- 6.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Philip Saunders	Attn: Becky Davis
Washington Dept. of Enterprise Services	Bud Clary Auto Group
PO Box 41411	PO Box 127
Olympia, WA 98504-1411	Longview, Wa 98632
Tel: (360) 407-7962	Tel: 360-423-1700 ext 2155
Email: Philip.Saunders@des.wa.gov	Email: becky.davis@budclary.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 6.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 6.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

Attn: Bryce Clary
Bud Clary Auto Group
PO Box 127
Longview, Wa 98632
Email: Bryce.clary@budclary.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

7. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

7.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

7.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

Enterprise Services
 Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor
 Attn: _____

 Email: _____

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

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FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

7.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
 - (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
 - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
 - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 7.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 7.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

8. RECORDS RETENTION & AUDITS.

- 8.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however,

that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 8.2. **AUDIT.** Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 8.3. **OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES.** Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

9. INSURANCE.

- 9.1. **REQUIRED INSURANCE.** During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 9.2. **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

10. CLAIMS.

- 10.1. **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.

- 10.2. **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.
11. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.
12. **SUSPENSION & TERMINATION; REMEDIES.**
- 12.1. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.
- 12.2. **DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
 - (b) Contractor breaches any representation or warranty provided herein; or
 - (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.
- 12.3. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
 - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be

liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

12.4. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.

12.5. GOVERNMENTAL TERMINATION.

(a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

(b) Termination for Convenience. Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

12.6. TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

13. GENERAL PROVISIONS.

13.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Master Contract.

13.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.

13.3. INTEGRATED AGREEMENT. This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior

negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

- 13.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- 13.5. AUTHORITY. Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 13.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 13.7. ASSIGNMENTS. Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 13.8. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 13.9. PUBLIC INFORMATION. This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 13.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 13.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 13.12. SEVERABILITY. If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.

- 13.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 13.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 13.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 13.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 13.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 13.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 13.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 13.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.

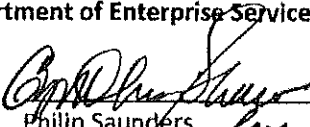
any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.

- 13.20. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 13.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 13.22. ELECTRONIC SIGNATURES. A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.
- 13.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By:



Philip Saunders
Contract Specialist
Procurement Supervisor

Its:

1/5/2017

BUD CLARY AUTO GROUP,
a Contractor

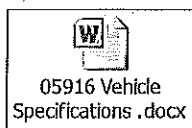
By:


Becky Davis
Fleet Manager

Its:

EXHIBIT A

INCLUDED MOTOR VEHICLES SPECIFICATIONS



FTA and Buy America Attestation

Exhibit B

PRICES FOR MOTOR VEHICLES

Contract Automobile Request System (CARS)

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability Insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as Insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.

Installation and Service Locations

Installation

Where installation is required, Contractor shall be responsible for placing and installing the equipment or parts in the required locations at no additional charge, unless otherwise specified in the Price Sheets. All materials used in the Installation shall be new and shall be free of defects that would diminish the appearance of the equipment or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the equipment or parts in the proper location.

If installing at a Purchaser's site, Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Purchasers and their employees and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Body Transfer and 3rd Party Body Installations

In the event the Purchaser chooses to purchase a cab and chassis or cutaway van separately, the contractor must: facilitate obtaining the required Manufacturer Certified Certificate; perform Manufacturer required pre-delivery inspection; and ensure all proper tag and title documents are present pursuant to Washington license requirements. The final Manufacturer of the vehicle must certify that it conforms to all Federal Motor Vehicle Safety Standards (FMVSS). The facilitation of body transfer or installations must be included in the base vehicle price however; an additional cost may occur for installation by the Contractor or Body Upfitter. The installation cost may vary due to the vehicle body configuration however, the price should be included on the purchase order form from the Contractor.

Full-Service Repair Facilities

The Contractor agrees to maintain at least one factory-authorized service station or servicing dealer within the State of Washington to perform warranty repairs and adjustments throughout the contract term. Contractors must complete the service and installations chart of this contract, and must maintain that document throughout the contract term. The Contractor shall promptly notify Enterprise Services of any changes thereto. The Contractor shall be responsible for all service performed, regardless of whether the Contractor or their approved dealer actually performed the service.

The Contractor may offer eligible Customers "after warranty" service agreements for the maintenance and repair of goods after the initial warranty expires. The Contractor shall list this additional service as a separate item on the invoice.

MANUFACTURER CERTIFIED TECHNICIANS

Installation and services shall be by manufacturer certified technicians.

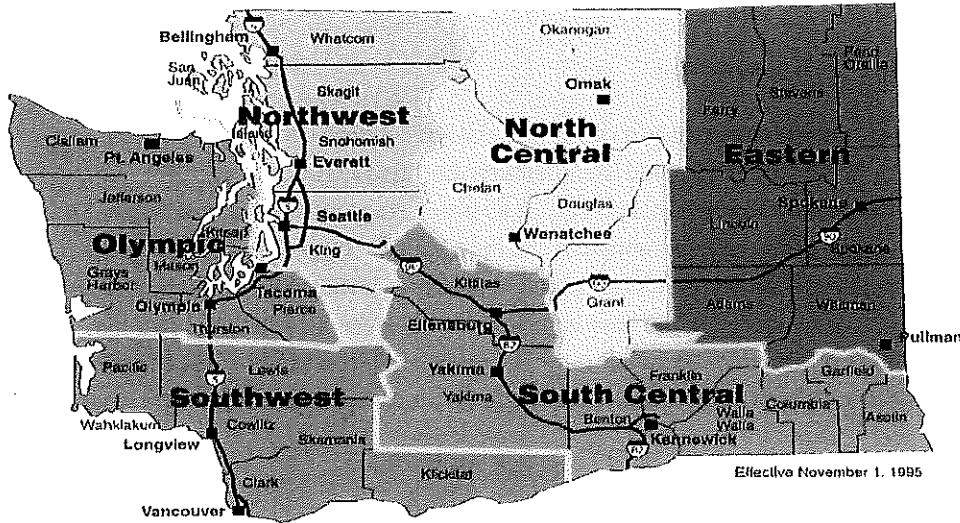
UPFITTER SERVICE AND INSTALLATION LOCATIONS

Identify service, installation locations, and delivery lead times (usual, customary, or outside of normal) by region in state. Expand table as necessary.

Upfit Equipment:

If equipment has already been ordered from supplier, cancellation could have a 10-25% re-stocking fee for commonly ordered equipment. Equipment with uniquely customized features/options as required by customer cannot be cancelled.

Upfitter Information Below:



Definitions

Definitions

Definitions are incorporated by reference, and apply to this contract. These definitions apply in both their singular and plural sense.

Component, Feature or Configuration

An element, piece, part, module, package, element group, piece group, parts group, module group, or package group of a Vehicle, Representative Model, OEM Option, Identified Aftermarket Option, or Representative Base Model Vehicle.

Dealer(s)

A Manufacturer's certified representative authorized by the Manufacturer to market, sell, provide, and service the Commodities and services of the Manufacturer responsive to this solicitation. Dealers may be Contractor owned and controlled, in whole or in part or independently owned and controlled.

EPA / Industry Class

The U.S. Environmental Protection Agency's categorization of vehicles. The size class for cars is based on interior passenger and cargo volumes (Cu. Ft.). The size class for trucks is defined by the gross vehicle weight rating (GVWR), which is the weight of the vehicle and its carrying capacity.

Identified Aftermarket Option(s)

A new and unused component, feature, or configuration specified by the Department as equipment for the Base Vehicle Representative Model specification, that is intended for the specific Vehicle and meets the requirements, specifications, terms, and conditions herein, and is installed to or uninstalled from the Base Vehicle Representative Model by the awarded Contractor.

MSRP

An acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling price, list price, published price, or other usual and customary price that would be paid by the purchaser for specific commodities or equipment models, and contractual services without benefit of a contract resulting from the solicitation, if awarded.

MSRPs shall be formally published by the manufacturer, publicly listed and available, and verifiable by the Department.

MSRP List

The Manufacturer's Suggested Retail Price List, a collection of MSRPs and related information broken down by specific vehicles or equipment models. In the priority listed below, only the following are acceptable sources of current MSRPs and MSRP Lists for use under the solicitation and resulting Contract, if awarded:

- Manufacturer's Annual U.S. Price Book
- Manufacturer's official website
- Chrome Data™ Carbook Fleet Edition.
- Bureau of Labor Statistics Producer Price Index (PPI)

Manufacturer/ Brand

The original producer or provider of Motor Vehicles responsive to this solicitation.

Non-Identified Aftermarket Options(s)

An optional new and unused component not specified, feature, or configuration not included in the Base Representative Vehicle Model specifications or options identified by the Department but may be installed to or uninstalled from the State of Washington Representative Base Model Vehicle by the Manufacturer, Dealer, Port, or Purchaser, if ordered by the Purchaser.

OEM or Manufacturer(s)

The Original Equipment Manufacturer or original producer of a Vehicle and/or service.

OEM Option(s)

A Motor Vehicle Manufacturer's new and unused optional component, feature, or configuration not specified by the Department as standard on the Representative Model, and which is intended for the specific Representative Model. Equipment which meets the requirements, specifications, terms, and conditions herein, and may be installed to, uninstalled from, or provided with or separately from the Base Equipment by the Manufacturer, Port or Dealer, as is specified, ordered, legal, customary, reasonable, and prudent in the industry or specified by the Manufacturer.

OEM Options MSRP Credit

A price of the OEM Option that will result in a negative number.

Representative Model, Base Model(s), Base Vehicle(s), Motor Vehicle(s), or Vehicle(s)

A Department of Enterprise specified vehicle, that may include manufacturer's name, trade name, brand name, make name, model name, model number, catalog number, or other information listed by the Department herein which meets the requirements, specifications, terms, and conditions herein, and may include components, features, and configurations different than those provided by a Manufacturer, Port, and Dealer on their standard base version of the Vehicle.