OFFICIAL ACTION
OF CLAY COUNTY, MISSOURI

2019-391-6

APPROVE IFB #49-19
ROBERTS CHEVROLET BUICK
MACPP 2020 MODEL YEAR METRO VEHICLE
COUNTYWIDE

BY OFFICIAL ACTION OF CLAY COUNTY, MISSOURI, this IFB #49-19 with Roberts Chevrolet Buick for MACPP 2020 Model Year Metro Vehicle is hereby approved. The Authorized Agent of the County is authorized to sign any documents to facilitate this order.

APPROVED BY THE AUTHORIZED AGENT OF CLAY COUNTY, MISSOURI, THIS 21st DAY OF November, 2019.

APPROVED AS TO FORM AND LEGALITY:

COUNTY COUNSELOR

AUTHORIZED AGENT OF THE COUNTY
REQUEST FOR OFFICIAL ACTION

Date: 11/08/2019       Department/Office: Purchasing

Background: Specifications were prepared by the Purchasing Department for Bid No.49-19 MACPP 2020 Model Year Metro Vehicle Bid. Purchasing notified thirty-six Vendors in addition to posting on the County’s Web-Site. Forty-six Vendors accessed the documents. Thirteen Vendors responded and provided responses that met all specifications.


Immediate Action Required: No ☒ Yes ☐ If Yes, reason?

Budgeted/Funds available in:

<table>
<thead>
<tr>
<th>Fund Name #</th>
<th>Dept. Name #</th>
<th>Acct Name #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budgeted Amount</td>
<td>Contract Amount</td>
<td></td>
</tr>
</tbody>
</table>

Contract needed: Yes ☒ No ☐ County Counsel Legal Review: Yes ☒ No ☐

Contract attached: Yes ☒ No ☐

Official Copies Distributed To:

Electronic Copies Distributed To: Administration: Agenda@claycogov.com Purchasing, and KCR International Trucks, Inc. dba Summit Truck Group; howard.gentry@summittruckgroup.com, Kansas City Freightliner; lsetser@kcfreightliner.com, Landmark Dodge; landmarkdodge1@yahoo.com, MHC Kenworth; jeffjanssen@mhc.com, Midway Ford Truck Center; paul.barr@midwaytrucks.com, Molle Chevrolet, Inc.; lpage@mollechevrolet.com, Molle Toyota, Inc.; rickg@mollotoyota.com, Olathe Ford Sales Inc.; debij@olatheford.com, Randy Curnow Autogroup; dgore@randycurnow.com, Roberts Chevrolet Buick; fleet@robertsch.com, Shawnee Mission Ford; jay.cooper@shawneemissionford.com, Westfall O’Dell Truck Sales –Mack; phuff@westfallgmc.com and Westfall O’Dell Truck Sales-Vo.vo; jrockey@westfallgmc.com

Requestor
Leslie DeGroot

Commission Action:

RES ☒ ORD ☐ #

Commission Session Date Assigned:

This AGREEMENT, made and entered into this 21st day of November, 2019, by and between Clay County, Missouri, hereinafter referred to as "County," and Roberts Chevrolet Buick, a corporation in the State of Missouri, hereafter referred to as "Vendor," Witnesseth, that:

WHEREAS, the County has caused to be prepared certain Agreement documents, General Terms and Conditions, Special Conditions and/or Specifications, Invitation For Bid (IFB) for Term and Supply Agreement and any special bid clauses/appendices listed under Special Attachments below (hereinafter "Agreement Documents"), said Agreement Documents setting forth such equipment, supplies, labor and/or services to be furnished as therein fully described; and

WHEREAS, The County desires to engage Vendor to provide such products/services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. The County employs Vendor to provide the services hereinafter set forth.

2. PRODUCTS AND/OR SERVICES: The Vendor represents that it is equipped, competent, and able to provide, and that it will provide all products and/or services hereinafter set forth in a diligent, competent, and workmanlike manner. Vendor will provide all such products and/or services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: County’s Invitation For Bid No. 49-19 (hereinafter “IFB”), Vendor’s Response to the IFB, (“Bid”); which includes Payment Terms/Fees Schedule(s), Scope of Work (“Scope”), and Agreement Terms and Conditions. In the event of any conflict between provisions in the appendices attached herein, the provisions set forth in the Agreement Terms and Conditions shall control.

3. PAYMENT AND ADDITIONAL SERVICES: If additional services are requested by the County, the Vendor shall prepare and submit to the County an estimate of the total cost associated with such additional services. The County will review and approve in writing such cost estimates for additional services, and the total compensation and reimbursement to be paid by the County to the Vendor for such approved additional services shall not exceed the approved amount. The Vendor’s fees for additional services shall be billed on an hourly basis at Vendor’s current standard rates.

4. TERM: The Agreement shall be in effect from the date of Authorized Agent of the County approval via a signed official action for an initial period of one year, Pricing shall remain the same for the duration of the Agreement, unless otherwise stated within the Agreement, Clay County shall have the right, at its sole option, to renew the Agreement for four additional one-year periods, or any portion thereof. This Agreement shall automatically renew annually for a period of four times unless either party notifies the other of intent not to renew, modify or alter terms of the IFB. Notification must be in writing within a minimum of 30 days prior to end date of an annual renewal period.

5. TERMINATION: Clay County shall have the right to terminate the Agreement at any time, for the convenience of Clay County, without penalty or recourse, by giving written notice to the Vendor at least thirty (30) calendar days prior to the effective date of such termination. The Vendor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the County pursuant to the Agreement prior to the effective date of termination.

6. This Agreement shall be binding on the parties hereto only after it has been duly executed and approved by the Authorized Agent of the County. The Vendor has previously indicated their approval and agreement to enter into a binding Agreement by virtue of their signature on the IFB cover page thereby declaring their understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained therein and the Agreement Terms and Conditions.

WITNESS WHEREOF, Clay County represents that the signatories below have full authority and authorization to sign on behalf of Clay County and hereby accept the Bid Response from Roberts Chevrolet Buick:

APPROVED:

COUNTY OF CLAY, MISSOURI:

VENDOR:

[Signatures]

[Signature]

[Signature]
CLAY COUNTY
PURCHASING DEPARTMENT

INVITATION FOR BID (IFB)

IFB No.: 49-19
TITLE: MACPP 2020 MODEL YEAR METRO VEHICLE BID
ISSUE DATE: 9/16/2019

PURCHASING STAFF: Patrick West, Purchasing Specialist
PHONE No.: (816) 407-3630
E-MAIL: pwest@claycountymo.gov

BID RESPONSES MUST BE RECEIVED BY NO LATER THAN ("CLOSE/RETURN DATE and TIME"): TUESDAY OCTOBER 22, 2019 AT 2:00 PM CENTRAL TIME

SUBMITTAL INSTRUCTIONS: In effort to support the County's Initiative for conservation, it is preferred that bids be submitted via www.PublicPurchase.com. Sealed bids may be delivered to the Clay County Purchasing Office prior to the return date and time. Print the Sealed Bid Label found in Attachment 1 or type IFB Number, IFB Title and Return Due Date on the lower left hand corner of the envelope or package. In order for a bid to be considered complete, the Clay County document must be completed in its entirety. The cover page MUST be completed, all pages MUST be initialed and the Terms and Conditions Acknowledgement Form MUST be signed.

RETURN PROPOSAL TO:

US MAIL / DELIVER TO:

CLAY COUNTY PURCHASING DEPARTMENT
1 COURTHOUSE SQUARE
3rd Floor COMMISSION DESK
LIBERTY, MO 64068

COURIER / DELIVER TO:

CLAY COUNTY ~ PURCHASING DEPARTMENT
16 W. FRANKLIN, SUITE 16-B
LIBERTY, MO 64068

AGREEMENT PERIOD: DATE OF AWARD THROUGH ONE YEAR; WITH FOUR ONE-YEAR RENEWALS
DELIVER SUPPLIES/SERVICES/INVOICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Countywide
Clay County Administration Building
1 Courthouse Square
Liberty, MO 64068

By signing this IFB cover page, the Vendor shall hereby declare understanding, Agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Agreement Terms and Conditions. The Vendor shall further agree that the language of this IFB shall govern in the event of a conflict with their bid. In addition, the Vendor shall further agree that upon receipt of an authorized purchase order from Clay County or when an Official Action is signed and issued by an authorized officer of Clay County, a binding Agreement shall exist between the Vendor and Clay County.

SIGNATURE REQUIRED

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Authorized Representative (Print)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roberts Chevrolet Buick</td>
<td>Dean J. Meier</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Authorized Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1600 E. Prairie View Road</td>
<td>Dean J. Meier</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone Number</th>
<th>E-Mail</th>
</tr>
</thead>
<tbody>
<tr>
<td>816-858-3200</td>
<td><a href="mailto:fleet@robertscb.com">fleet@robertscb.com</a></td>
</tr>
</tbody>
</table>

Vendor Tax Filing Type with IRS (Check One)

<table>
<thead>
<tr>
<th>Corporation</th>
<th>Individual</th>
<th>State/Local Government</th>
<th>Partnership</th>
<th>Sole Proprietor</th>
<th>IRS Tax-Exempt</th>
</tr>
</thead>
</table>
1. INTRODUCTION AND GENERAL INFORMATION

This section of the IFB includes a brief introduction and background information about the intended acquisition for which the requirements herein are written. The contents of this section are intended for informational purposes and do not require a response.

Submittal Instructions and Determination of Award information can be found on our website by clicking the following link: https://www.claycountymo.gov/departments/purchasing#Current Solicitations

1.1 Purpose:

1.1.1 This document constitutes a request for competitive, sealed proposals from prospective Vendors for MACPP 2020 Model Year Metro Vehicle Bid in accordance with the requirements and provisions stated herein.

1.1.2 Document Contents: This document is divided into the following parts:

- Section 1: Introduction and General Information
- Section 2: Scope of Work
- Section 3: Agreement Terms and Conditions Acknowledgement Form
- Exhibit A: Pricing
- Exhibit B: Experience and Expertise
- Exhibit C: Lease Terms Information
- Exhibit D: Miscellaneous Information
- Attachment 1: Sealed Bid Label
- Attachment 2: List of Participating Agencies
- Attachment 3: Jackson County Review Compliance Form
- Attachment 4: Jackson County Affidavit Form

1.2 Pre-Bid Meeting (Non-Mandatory):

1.2.1 A Non-Mandatory Pre-Bid Meeting regarding this Invitation for Bid will be held on Wednesday, October 2, 2019 beginning at 2:00 pm Central Time at Clay County Administration Building, 1 Courthouse Square; 3rd Floor Commission Hearing Room Liberty, MO 64068.

1.2.2 The IFB will be used as the agenda for the Pre-Bid Meeting.

1.2.3 Pre-Bid Meeting IFB Questions: All potential Vendors are encouraged to participate in the Pre-Bid Meeting as it will be used as a forum for questions, communications, and discussions regarding the IFB. The Vendor should become familiar with the IFB and develop all questions prior to the Meeting in order to ask questions and otherwise participate in the public communications regarding the IFB.

   a. Prior Communication – Prior to the Pre-Bid Meeting, the Vendor may submit written communications and/or questions regarding the IFB to Purchasing2@ClayCov.com. Such prior communication will provide Clay County with insight into areas of the IFB which may be brought up for discussion during the Meeting and which may require clarification.

   b. During the Pre-Bid Meeting, the County will attempt to respond to all previously received questions/concerns regarding the IFB but it shall be the sole responsibility of the Vendor to orally address any issues previously presented to the County by the Vendor that the County may have failed to address.

   c. Addendum to the IFB – Any changes needed to the IFB as a result of discussions from the Pre-Bid Meeting will be accomplished as an addendum to the IFB. Formal minutes of the Meeting shall not be maintained. Any questions that require a revision to the IFB shall be accomplished as an amendment to the IFB.

Vendor’s Initials: [Signature]
1.3 Questions:

1.3.1 Questions relating to the IFB must be submitted via the www.PublicPurchase.com website or emailed to Purchasing2@ClayGov.com.

1.3.2 All questions and issues should be submitted no later than Friday October 11, 2019. If not received prior to the aforementioned date, the County may not be able to fully research and consider the respective questions or issues.

1.4 Background Information:

1.4.1 The Mid-America Council of Public Procurement (MACPP) was founded in October 1982 to meet and serve the needs of area public purchasing professionals.
   a. The chapter was chartered as the 31st chapter of NIGP on January 3, 1983.
   b. The 35 original charter members of MACPP were a diverse group of men and women representing many public sector agencies from both sides of the Missouri/Kansas border - 21 were from Missouri and 14 from Kansas.

1.4.2 Over the past 30 years, this Vehicle Metro Bid has been utilized as a resource for the various members of the MACPP to obtain cooperative purchasing power of vehicles and take advantage of cost savings that a cooperative bid is able to provide.
   a. For the previous 3 years, the MACPP Vehicle Metro Bid has been handled by Johnson County, Kansas and its Treasury and Financial Management Department, through Dale Bauer, Senior Purchasing Administrator.

1.4.3 Energy Conservation and Fuel Alternative information has been provided through cooperation with the Kansas City Regional Clean Cities Coalition; (www.cleanCities.energy.gov/coalitions/kansas-city) housed at the Metropolitan Energy Center; (www.metroenergy.org) and their efforts to provide information on a variety of sustainable resources and cleaner burning fuel options.
   a. For additional resources and motivation for sustainable and alternative purchasing check with Metro Kansas City Climate Action Coalition; www.mkccac.org.
      1. MKCCAC’s mission is to enact and foster proactive strategies, systems and structures within the Metro KC region that will drawdown greenhouse gases, improve climate resiliency and generate corresponding economic, social, health and quality of life benefits.

1.4.4 While this current invitation for Bid is very comprehensive, it is not practical nor the intent to price every conceivable option/vehicle configuration.
   a. Buyers are encouraged to contact dealers for additional information and to confirm pricing prior to placing an order.
   b. Agencies and/or other Jurisdictions are encouraged to review the “low overall price” before buying a vehicle.
   c. Options added to the base bid amount may change the “low overall price” and therefore, the lowest priced dealer.

1.4.5 Although an attempt has been made to provide accurate and up-to-date information, Clay County does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Bid.

1.5 Estimated Quantities:

1.5.1 The County shall not guarantee any minimum or maximum amount of the Vendor’s products/services that may be required under the Agreement.
   a. The Vendor shall provide products/services on an as needed, if needed basis.
   b. The County shall not guarantee any usage of the Agreement whatsoever.

Vendor’s Initials: [Signature]
2. **SCOPE OF WORK**

The general terms and conditions described herein apply to all transactions on material, equipment, or supplies. By submitting a bid, the Vendor agrees to be bound by these terms and conditions for the term of the Agreement. These terms and conditions shall prevail unless otherwise modified by the County within this bid document. The intent of this invitation to bid to solicit bids and award price agreements for the 2020 model year cars, trucks, vans, and cab and chassis required by the participating entities named in this document. The price agreement period will be binding for the initial model year period, with the possibility of four, one-year extensions.

2.1 **Specific Requirements:**

2.1.1 The Vendor shall provide a MACPP 2020 Model Year Metro Vehicle Bid, which meets or exceeds the specifications contained in this document.

2.1.2 Vehicle Minimum Specification sheets for each item are attached.
   a. See Exhibit A; Pricing Table 1: Required Pricing
   b. Incomplete bids may be rejected.
   c. Vendor responses must be legible or the bid may be rejected.

2.1.3 Vendors must comply with all special requirements of the participating Entities, Agencies and/or Jurisdictions including any Occupational or Business License requirements.

2.1.4 Vehicles shall be the latest models in standard production, as ordinarily furnished to the general public, except as otherwise specified herein.
   a. Dealer shall submit production schedules with the bid package.
   b. The County may permit the substitution of a new replacement model or a new replacement product line if the model, series or the product line originally awarded becomes unavailable, is discontinued, replaced, etc., by the OEM.
   c. The awarded price, as well as, any discounts will continue to be applied to the MSRP for the replacement.
   d. This Invitation for Bid and the resultant award covers the outright purchase of new, current model year vehicles.
      1. Under no circumstances may "Demos" or "Used" or "Pre-Owned" or prior model year vehicles be sold under this Agreement.

2.1.5 All safety items and air pollution controls as required by Federal and State Statute and regulations shall be included on the vehicle when delivered.
   a. Options requested shall not be in conflict with or construed as modifying these statutes or regulations.

2.1.6 All vehicles shall be corrosion protected, and a copy of the manufacturer's corrosion warranty and any applicable sticker shall be provided to the purchasing agency with delivery of vehicle.

2.1.7 The Manufacturer's Standard Factory Warranty shall apply to all vehicles.
   a. The Vendor shall warrant the vehicle and furnish equipment against part failure or malfunction due to design, construction or installation error, defective workmanship, and missing or incorrect parts for a minimum of twelve (12) months.
   b. However, if the Vendor receives from any supplier additional warranty on the whole or any components of the vehicle in the form of time or mileage, including any pro-rate arrangements, or the Vendor

Vendor's Initials: [Signature]
generally extends to their commercial customers a greater or extended coverage, the Lead Agency shall receive corresponding warranty benefits.

c. The manufacturer’s standard warranty shall be honored by all manufacturers’ dealers in Missouri and Kansas.

d. A properly executed Warranty must be delivered with the vehicle.

e. The Warranty shall not become effective until the unit is placed in service.

2.1.8 Corporate Average Fuel Economy (CAFE) Standard Requirement:

a. The Vendor shall only provide vehicles under Agreement from manufacturers that meet the federal government’s Corporate Average Fuel Economy (CAFE) standard as established by the National Highway Traffic Safety Administration (NHTSA) for the respective class of vehicle stated in the IFB.

b. The Vendor shall provide the Miles Per Gallon (MPG) or electric vehicle MPG equivalent (MPGe) ratings for each vehicle bid.

2.1.9 Alternative Fuel Options

a. Vendors should respond with an alternative fuel option where possible, as there is an expanded emphasis on alternative fuel options this year.

b. Gaseous Fuels (CNG and LPG)
   1. Propane and CNG are less energetic fuels than petroleum diesel and require more gallon-equivalents to do the same work.
      i. However, developments with engine efficiencies are closing that gap.
      ii. Both are far cleaner than diesel vehicles, and do not require emissions fluid, particulate filters or other specialized emissions equipment.
   2. In most cases, both CNG and LPG are less expensive than diesel or gasoline.
      i. As a rule, engines using them last longer than equivalent diesel models.
      ii. However, using either fuel means employee training and certification, along with possible facility modifications.
   3. Compressed hydrogen is a zero emission fuel option that is not readily available in the KC metro and is prohibitively expensive to pilot.

c. Compressed Natural Gas (CNG)
   1. CNG can be used in all weight classes in vehicles built or converted to run on CNG.
      i. These can be dedicated (CNG only) or bi-fuel (powered by both CNG and gasoline).
   2. CNG requires dedicated fueling sites.
      i. These can be fast-fill, which fills the tanks in similar time as diesel, or time-fill, using a low pressure connection to fuel many fleet vehicles at once, typically overnight.
      ii. Existing public and shared private CNG fueling stations in the KC metro may help meet a new fleet need for CNG fueling.

d. Propane Autogas (LPG or autogas)
   1. Propane is available for light and medium vehicle classes.
      i. Vehicles may be built or converted to run on propane in either dedicated or bi-fuel configuration.
   2. Propane is stored in liquid form and dispensed from fueling stations or trucks.
      i. Public LPG fueling stations are rare, due to State dispensing codes, and may be limited by hours of operation.
      ii. Dedicated fleet stations are relatively inexpensive
      iii. Not all propane distributors are equipped to assist a fleet with Autogas, so ask around.
   3. Propane is a fossil fuel; renewable propane is a new development
      i. Like CNG, it is odorless but scented by distributors for safety.
ii. Propane is heavier than air and non-toxic, and in most cases does not require garage modifications.

e. Plug-In Electric Vehicles
   1. Plug-In Hybrid Electric Vehicles (PHEVs) combine an electric motor and gasoline engine.
      i. Unlike conventional hybrids, PHEVs can travel anywhere from 15 to 50 miles on electric power alone.
   2. Battery Electric Vehicles (BEVs) are fully electric and use no petroleum fuels.
      i. BEVs can travel between roughly 100 and 300 miles per OEM specs, though weather and HVAC use will limit estimated ranges.
   3. Charging times range from 3-2 hours for PHEVs or 4-8 for light duty BEVs using Level 2 systems.
      i. PHEV may not use high-speed DC chargers.
      ii. BEV equipped with J1772/SAE combo or CHAdeMO DCFC options can charge in 20-50 minutes using high-speed chargers.
   4. Most PHEVs and BEVs now on the market are passenger cars, SUVs and light trucks, though the variety of electrified medium-duty trucks, buses and shuttles offered by OEMs is increasing rapidly.

f. Mid-Level and High-Level Ethanol Blends
   1. E85 refers to blends of ethanol and gasoline ranging from 51% to 83% ethanol content by volume.
      i. Ethanol content varies, depending on the season, but E85 is always marketed as E85, and generally costs 25-40% less than regular gasoline. B20 is a common biodiesel blend in the United States.
   2. E10 (10% ethanol) is a standard gasoline blend in the U.S.
      i. Ethanol is used as an octane booster and replaces toxic aromatics (such as toluene and benzene) that are used when ethanol is not.
   3. E15 is increasingly common and is certified for any vehicle built in 2001 or later, but only designated FlexFuel vehicles are certified for blends with more that 15% ethanol.
      i. Mid-Level Blends (between 15% and 30%) are available
   4. Gasoline engines built since 2007 (or earlier) can efficiently use ethanol, and there is no MPG loss for low fuel blends.
      i. Custom blends can be blended and delivered to your gasoline fueling site.

g. Biodiesel and Renewable Diesel
   1. Biodiesel is a renewable fuel produced from fats, oils and grease (FOG) for use in diesel engines.
      i. B100 (100% biodiesel) can be used, but lower blends are more common.
      ii. These range from B2 to B20, with Petroleum ULSD making up the rest of the blend.
      iii. Fleets using biodiesel often purchase set blends from distributors rather than at public stations.
   2. Biodiesel has a higher cloud point than petroleum diesel, which can lead to cold-weather performance issues.
      i. It is an extremely effective solvent, and using biodiesel in older diesel engines can cause problems (as deposits loosened from these engines clogged filters and injectors) if frequent filter changes are not scheduled when biodiesel is first introduced.
   3. Renewable diesel is produced from FOG using a process that is less efficient and cleaner than biodiesel; however, renewable diesel is chemically and operationally indistinguishable from ULSD.
      i. It is not yet readily available in the KC metro area.

h. Check the Metro Energy Center website for additional information concerning Alternative Fuel options.
   1. www.metroenergy.org

2.1.10 Vendors MUST meet the Minimum Standard Specification of every item listed in the Standard Vehicle portion of the Detailed Specifications of Exhibit A for all vehicles bid or the bid may be rejected.
   a. If Minimum Standard Specifications cannot be met, Vendor shall note such exceptions in Exhibit A.

Vendor's Initials: [Signature]
b. If Make/Model has additional Standard Equipment not listed in Minimum Standard Specifications, Vendor must list Equipment and Manufacturer’s Codes for all additional Standard Equipment not listed using a separate sheet noting Item Number, Group Number, Equipment Description, and Manufacturer Code(s).

1. Vendor shall supply an available options sheet for every vehicle bid, including any Manufacturer Codes and pricing that reflects requested MSRP discount from Exhibit A; Table 5.

c. After Award, participating Entities, Agencies and/or Jurisdictions may purchase the specified vehicle and choose to have options, accessories, equipment, features, products, etc., (hereafter referred to as "options") added or deleted.

1. Such options will generally be considered "OEM" (original equipment manufacturer), but may be from other suppliers that the OEM may utilize and/or may be considered part of the OEM’s standard line of products for the vehicle involved.

2. The options would normally be readily available from the "factory" when the OEM is building the vehicle and would normally be expected to be listed in the OEM’s offering of options.

2.1.11 MSRP and Options

a. The pricing for every possible available option is not shown within the bid documents.

b. All options, when available, shall be factory OEM (original equipment manufacturer) installed.

1. When dealer installed options are bid, please note on the bid document that these options are not factory installed.

c. During the course of the Agreement year, other Departments, eligible Entities, Agencies and/or Jurisdictions may need to order vehicle options or specific customizations on items not specifically listed in this Agreement.

d. Vendor shall state any discount off MSRP list price for all equipment and/or options in Exhibit A: Pricing Table 5.

e. For pricing on options not shown within the bid documents, use the following websites for your initial search.

1. Dodge Vehicles - www.dodge.com
2. General Motors Vehicles - www.gmfleet.com (will need a fleet number from dealer)
3. Ford Vehicles - www.fleet.ford.com
5. Ram Vehicles - www.ramtrucks.com

f. Buyers are encouraged to contact the respective dealers to provide current pricing and confirm what option packages are required to meet individual needs.

2.1.12 Clay County or other Entity, Agency and/or Jurisdiction reserves the right to negotiate lower pricing, in the event of a significant decrease in market price of any product/service listed.

a. If the Vendor’s normal pricing to the public or to the trade in general is less than the net Agreement pricing with the application of an Agreement discount, etc., then the normal pricing to the public or to the trade in general shall also be granted by Vendors to Agreement participants.

2.1.13 Government Mandated Program Price Adjustment

a. An adjustment in price may be permitted if a government mandated program such as a new standard for emissions takes effect and suitable documentation is furnished to the State and the State determines the requested price change is verifiable and is reasonable.

b. Such a price adjustment may be permitted for only a limited time since such an adjustment would eventually be reflected in the MSRP.

Vendor’s Initials: [Signature]
2.1.14 Trade-In Valuation
   a. Vendor shall state any Minimum Guaranteed Trade-In values on all types of Vehicles so that participating agencies can utilize this option for disposition of vehicles in their current fleet.
      1. See Pricing Table 4: Optional Pricing.

2.1.15 Exceptions
   a. Attach additional pages in the appropriate sections of this bid for any exceptions that cannot be explained in the fields provided, noting Item Number, Group Number, Vehicle Make and Model where appropriate.

2.1.16 Truck Cab Descriptions
   a. Various vehicle manufacturers describe the variety of truck cab descriptions available in different ways.
   b. The following descriptions will be used throughout this IFB to describe the cabs, number of doors, etc.

   Cab "A"
   1-door
   no back seat

   Cab "B"
   2-front hinged doors
   front & back seats

   Cab "C"
   4 full-size doors, front hinged
   front & back seats (Crew Cab)

2.2 Vehicle Delivery Requirements

2.2.1 Delivery must be made between the hours of 8:00 a.m. and 12:00 Noon or 1:00 p.m. and 4:00 p.m., Monday through Friday, Central Time.
   a. Deliveries shall not be made on State or County holidays, or holidays otherwise observed by the accepting Entity, Agency and/or Jurisdiction.
   b. The Vendor shall notify the County a minimum of twenty-four (24) hours prior to delivery of the vehicle to the County location.
   c. The Vendor must understand and plan accordingly that upon delivery the County representative must verify the vehicle delivered has all required equipment and options and that nothing was damaged during the delivery of the vehicle.
      1. If something is damaged during delivery of the vehicle, the Vendor shall address in accordance with the paragraphs below relating to repair or replacement of damaged product.
   d. Each vehicle shall be delivered with the proper forms to apply for State Title and License including the Manufacturer’s Statement of Origin and Invoice.
      1. The Invoice/Title for all alternative fuel vehicles must clearly indicate the vehicle is alternative fuel (e.g. flex fuel (FFV) or E-85, etc.).
   e. Each vehicle shall be delivered with the owner’s manual.
   f. The Vendor shall comply with the manufacturer’s recommended pre-delivery service.
   g. In the event the Vendor fails to deliver the vehicle by the stated ARO time, Clay County reserves the right to find the same or similar vehicle from another source, and to charge the Vendor the difference for the substitution.
      1. In assessing the applicability of this provision, Clay County will consider the degree of Vendor responsibility in the delay.
   h. The Vendor shall understand and agree that the delivery charges shall not be applied nor invoiced to vehicles purchased by and delivered to Missouri state or county agencies.

Vendor’s Initials: [Signature]
1. Any delivery charges shall only apply to public entities making purchases through the Missouri Cooperative Procurement Program.

2. The Vendor shall be entitled to receive the per mile delivery price or the guaranteed, not-to-exceed total delivery price per vehicle which can only be assessed for delivery of a vehicle to any cooperative entity throughout the State of Missouri or State of Kansas.

3. The Vendor, at their choosing, may charge a delivery fee when delivering vehicles outside of a 25-mile radius from their dealership.
   i. This fee may be taken into consideration by agencies when determining a lowest total cost for a vehicle.

4. If the Vendor proposes both the per mile delivery price and the guaranteed, not-to-exceed total delivery price, the Vendor shall understand that the total delivery price assessed by way of the per mile price shall not exceed the guaranteed-not-to-exceed total delivery price per vehicle.
   i. The lesser of the two prices shall be charged to the public entity.
   ii. See Exhibit A; Pricing Table 2: Other Required Pricing

2.2.2 Repair or Replacement of Damaged Product:
   a. The Vendor shall be responsible for repairing any item or components received in damaged condition at no cost to Clay County.
   b. Bids will be accepted only on vehicles that can be serviced by a dealer located in Missouri or Kansas.
   c. Successful Bidders must maintain service under the terms of the warranty and where replacement parts may be obtained.
   d. If the Vendor is not located Missouri or Kansas, they must indicate the name and address of an authorized dealer in the area mentioned to serve as a pick-up point.
   e. The Vendor will be responsible for towing or transportation arising out of any condition due to the manufacturer’s fault.
      1. In the event the item cannot be repaired or if the repair would otherwise compromise the integrity of the vehicle and the manufacturer warranty, then the Vendor must replace the item or component in its entirety at no additional cost to the County.
      2. This includes all delivery/transportation costs for returning non-functional items to the Vendor for replacement.

2.3 Lease/Purchase Agreements

2.3.1 Some participating entities may wish to use a lease/purchase method of acquisition.
   a. If this method is utilized, that eligible Entity, Agency and/or Jurisdiction using it will be responsible for the method of payment to the dealership and will assume all responsibility for any accompanying paperwork.
   b. Clay County, Missouri will assume no responsibility for lease/purchase agreements by other participating entities.
   c. Dealerships that wish to be considered for financing arrangements should submit a statement of such intentions with their bid.
   d. Each Entity, Agency and/or Jurisdiction reserves the right to arrange financing with any company it so chooses.
   e. Alternate lease/purchase pricing may be submitted, by writing the leasing information through Exhibit C and indicating Item Number and Group Number for all vehicles on which Vendors intend to make such an offer.

Vendor’s Initials: [Signature]
2.4 Participating Entities, Agencies and/or Jurisdictions Individual Agreement Requirements

2.4.1 Clay County will participate in the Agreement from the onset.
   a. The County reserves the right to add additional Counties, eligible Entities, Agencies and/or Jurisdictions to this Agreement during the Agreement period.
   1. For a list of the initial participating Agencies see Attachment 2 of this document.
   b. Clay County Missouri Municipal Code of Ordinance
      1. Section 37.09. – Sales Tax
         i. The County is exempt from the paying all local and state taxes or federal excise taxes.
         ii. A copy of the state sales tax exemption certificate can be obtained from the Purchasing Office and must be sent with the purchase order to any new Vendor not already approved by the County.

2.4.2 Jackson County, Missouri:
   a. The Vendor's attention is directed to all federal, state and city laws of the County of Jackson to equal employment opportunity which, among other things, requires that the Vendor agree not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex.
   b. All Vendors shall complete the Jackson County, Missouri Compliance Report Form and Affidavit Form (See Attachments 3 and 4).

2.4.3 For Kansas Entities or Agencies; Kansas law prohibits anyone selling motor vehicles from "engaging in business in this state" without being properly licensed, K.S.A. 8-2403.
   a. New motor vehicles may not be delivered to a purchaser in Kansas except through a licensed dealer in Kansas, K.S.A. 8-2439.
   b. Dealer licensing information for the non-resident Vendors shall be included with the bid package or bid may be rejected.
   c. To comply with this law, dealers not licensed in Kansas may sell vehicles to Kansas entities, but the dealer cannot deliver into Kansas or complete any documentation in the state of Kansas.

2.5 Miscellaneous Information

2.5.1 The Vendor should respond to the information requested in all Sections, Exhibits and Attachments.

2.5.2 Due to complex nature of the Bid and Exhibit tables, results will not be read aloud or otherwise indicated at the Bid Opening date and time.
   a. Results will be made available by request once Bid Tabulation has been completed and Award(s) of Bid have been made.
3. AGREEMENT TERMS AND CONDITIONS ACKNOWLEDGEMENT FORM

The undersigned Vendor has read, understood, and accepted the Terms and Conditions as published on the Clay County Official Website located at:

HTTPS://WWW.CLAYCO.JNTYMO.GOV/TERMSANDCONDITIONS

All terms and conditions as stated shall be adhered to by Vendor upon acceptance of Agreement. Vendors enter into this agreement voluntarily, with full knowledge of its effect.

[Signature]
Vendor Signature

10/21/2019
Date

Roberts Chevrolet Buick
Vendor

Vendor's Initials: [Signature]
### PRICING TABLE 1: REQUIRED PRICING

The Vendor shall complete the following pricing table(s) (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the mandatory requirements of the IFB.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>GROUP NO.</th>
<th>VEHICLE MAKE</th>
<th>VEHICLE MODEL</th>
<th>UNIT COST (Base Price)</th>
<th>QTY.</th>
<th>BASE PRICE INCLUDING STANDARD OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>Full Size Van Cutaway Cab &amp; Chassis</td>
<td>E-Series, G-Series, Freightliner, Mercedes, Ram, ProMaster or Equal Chevrolet G Series</td>
<td>$</td>
<td>ea.</td>
<td>$21,958.00</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>1-Ton Cab &amp; Chassis</td>
<td>Silverado 3500 C&amp;C C3500, F350, Ram 3500 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$25,726.00</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>15,000 GVWR Cab &amp; Chassis</td>
<td>State Make &amp; Model: Chevrolet Silverado 4500</td>
<td>$</td>
<td>ea.</td>
<td>$39,989.00</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>17,500 GVWR Cab &amp; Chassis</td>
<td>State Make &amp; Model: Chevrolet Silverado 5500</td>
<td>$</td>
<td>ea.</td>
<td>$40,041.00</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>21,000 GVRW Cab &amp; Chassis</td>
<td>State Make &amp; Model: Chevrolet Silverado 6500</td>
<td>$</td>
<td>ea.</td>
<td>$43,202.00</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>29,000 GVWR Cab &amp; Chassis</td>
<td>State Make and Model:</td>
<td>$</td>
<td>ea.</td>
<td>$N/A</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>34,000 GVWR Cab &amp; Chassis</td>
<td>State Make and Model:</td>
<td>$</td>
<td>ea.</td>
<td>$N/A</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>56,000 GVWR Cab &amp; Chassis</td>
<td>State Make and Model:</td>
<td>$</td>
<td>ea.</td>
<td>$N/A</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td>66,000 GVWR Cab &amp; Chassis</td>
<td>Cab &amp; Chassis Conventional 6x4</td>
<td>$</td>
<td>ea.</td>
<td>$N/A</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>GROUP NO.</th>
<th>VEHICLE MAKE</th>
<th>VEHICLE MODEL</th>
<th>UNIT COST (Base Price)</th>
<th>QTY.</th>
<th>BASE PRICE INCLUDING STANDARD OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>2</td>
<td>Subcompact Sedan (88.5 Cu. Ft. Minimum) Passenger Volume</td>
<td>Chevrolet Sonic Civic, Sonic, Fit, Versa, or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$16,859.00</td>
</tr>
<tr>
<td>11</td>
<td>2</td>
<td>Compact Sedan (94.0 Cu. Ft. Min) Passenger Volume</td>
<td>Golf, Corolla or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$N/A</td>
</tr>
<tr>
<td>12</td>
<td>2</td>
<td>Mid-Size Sedan - Front Wheel Drive (97.0 Cu. Ft. Min) Passenger Volume</td>
<td>Chevrolet Malibu Malibu, Fusion, Avenger or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$17,661.00</td>
</tr>
<tr>
<td>13</td>
<td>2</td>
<td>Full-Size Sedan, Frnt Wheel Drive (104.0 Cu. Ft. Min) Passenger Volume</td>
<td>Avalon, Chrysler 300 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$N/A</td>
</tr>
</tbody>
</table>

Vendor's Initials: Qm
### PRICING TABLE 1: REQUIRED PRICING

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>GROUP NO.</th>
<th>VEHICLE MAKE</th>
<th>VEHICLE MODEL</th>
<th>UNIT COST (Base Price)</th>
<th>QTY</th>
<th>BASE PRICE INCLUDING STANDARD OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>2</td>
<td>Full-Size Sedan, Rear Wheel Drive (104.0 Cu. Ft. Min) Passenger Volume, Engine; 6 Cylinder Minimum</td>
<td>Charger or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>15</td>
<td>3</td>
<td>Sub-Compact Utility Vehicle 4X4, Engine; 6 Cylinder Minimum</td>
<td>Escape, Compass, Equinox or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>16</td>
<td>3</td>
<td>Compact Utility Vehicle 4X4, Engine; 6 Cylinder Minimum</td>
<td>Cherokee, Explorer, Durango or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>17</td>
<td>3</td>
<td>Full Size Utility Vehicle 4X4, Engine; 8 Cylinder Minimum</td>
<td>Tahoe, Yukon, Expedition, Traverse or Equal</td>
<td>AWD Traverse V6 $26,628.00</td>
<td>ea.</td>
<td>AWD Tahoe V8 $38,834.00</td>
</tr>
<tr>
<td>18</td>
<td>3</td>
<td>Large Size Utility Vehicle 4X4, Engine; 8 Cylinder Minimum</td>
<td>Suburban, Yukon XL, Expedition XL or Equal</td>
<td>4X4 Suburban V8 $41,565.00</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>19</td>
<td>4</td>
<td>Compact Pickup, Cab &quot;A&quot;, 4x2</td>
<td>Frontier, Tacoma or Equal</td>
<td>$</td>
<td>ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>20</td>
<td>4</td>
<td>Midsize Pickup, 4x2, Cab &quot;A&quot;, 4x2</td>
<td>Colorado, Canyon or Equal</td>
<td>$ N/A in Cab &quot;A&quot;</td>
<td>ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>21</td>
<td>4</td>
<td>Pickup, ½ Ton, Cab &quot;A&quot;, 4x2</td>
<td>C1500, F-150, Ram 1500, Tundra or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 21,419.00</td>
</tr>
<tr>
<td>22</td>
<td>4</td>
<td>Pickup, ¾ Ton, Cab &quot;A&quot;, 4x2</td>
<td>C2500, F-250, Ram 2500 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 25,546.00</td>
</tr>
<tr>
<td>23</td>
<td>4</td>
<td>Pickup, 1 Ton, Cab &quot;A&quot;, 4x2</td>
<td>C3500, F-350, Ram 3500 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 27,740.00</td>
</tr>
<tr>
<td>24</td>
<td>4</td>
<td>Compact Pickup, State Cab: __________, State Wheel Drive</td>
<td>Ranger, Frontier, Tacoma or Equal</td>
<td>$</td>
<td>ea.</td>
<td>N/A</td>
</tr>
<tr>
<td>25</td>
<td>4</td>
<td>Midsize Pickup, 4x2, State Cab: &quot;B&quot;, State Wheel Drive: 2 Wheel Drive</td>
<td>Colorado, Canyon or Equal</td>
<td>$ Colorado</td>
<td>ea.</td>
<td>$ 21,472.00</td>
</tr>
<tr>
<td>26</td>
<td>4</td>
<td>Pickup, ½ Ton, State Cab: __________, State Wheel Drive 2WD</td>
<td>C1500, F-150, Ram 1500, Tundra or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 21,913.00</td>
</tr>
<tr>
<td>27</td>
<td>4</td>
<td>Pickup, ¾ Ton, State Cab: __________, State Wheel Drive 2WD</td>
<td>C2500, F-250, Ram 2500 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 26,524.00</td>
</tr>
<tr>
<td>28</td>
<td>4</td>
<td>Pickup, 1 Ton, State Cab: __________, State Wheel Drive 2WD</td>
<td>C3500, F-350, Ram 3500 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 27,582.00</td>
</tr>
</tbody>
</table>

Vendor's Initials: [Signature]
**PRICING TABLE 1: REQUIRED PRICING**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>GROUP NO.</th>
<th>VEHICLE MAKE</th>
<th>VEHICLE MODEL</th>
<th>UNIT COST (Base Price)</th>
<th>QTY</th>
<th>BASE PRICE INCLUDING STANDARD OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>5</td>
<td>Mini-Van, Passenger</td>
<td>Pacifica, Odyssey, Transit Connect or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>30</td>
<td>5</td>
<td>Mini-Van, Cargo Van</td>
<td>Ram CV, Transit Connect, City Express or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>31</td>
<td>5</td>
<td>Full Size Van, ¾ Ton, Cargo</td>
<td>C-G20, E-250, G35, B-3500 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 21,592.00</td>
</tr>
<tr>
<td>32</td>
<td>5</td>
<td>Full Size Van, 1 Tor, Cargo</td>
<td>G-20, E-31, S-31 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 23,989.00</td>
</tr>
<tr>
<td>33</td>
<td>5</td>
<td>Full Size Van, Window, Passenger</td>
<td>G-20, E-31, S-31, 350 Transit or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 24,437.00</td>
</tr>
<tr>
<td>34</td>
<td>5</td>
<td>Sprinter Van, Cargo</td>
<td>Freightliner, Mercedes or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>


| 35      | 6         | Chevrolet Tahoe Police Patrol or Pursuit Vehicle | Chevrolet Tahoe Police Patrol or Pursuit Vehicle | $ | ea. | $ 36,583.00 |
| 36      | 6         | Dodge Charger Police Patrol Vehicle | Dodge Charger Police Pursuit Vehicle | $ | ea. | $ N/A |
| 38      | 6         | Ford Police Interceptor – Utility | Ford Police Interceptor – Utility | $ | ea. | $ N/A |
| 39      | 6         | Police Pursuit or Patrol Vehicle | All Models not otherwise indicated 2X4 Tahoe Pursuit | $ | ea. | $ 33,686.00 |
| 40      | 6         | Police Vehicle – Utility | All Models not otherwise indicated | $ | ea. | $ N/A |

Vendor’s Initials: [Signature]
### PRICING TABLE 1: REQUIRED PRICING

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>GROUP NO.</th>
<th>VEHICLE MAKE</th>
<th>VEHICLE MODEL</th>
<th>UNIT COST (Base Price)</th>
<th>QTY</th>
<th>BASE PRICE INCLUDING STANDARD OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>41</td>
<td>7</td>
<td>Special Services Utility Vehicle</td>
<td>Dodge Durango or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>42</td>
<td>7</td>
<td>Special Services Utility Vehicle</td>
<td>Ford Expedition or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>43</td>
<td>7</td>
<td>Special Services Utility Vehicle</td>
<td>Chevrolet Tahoe or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 34,989.00</td>
</tr>
<tr>
<td>44</td>
<td>7</td>
<td>Special Services Utility Vehicle</td>
<td>Ford F-150, ¾ Ton Pickup or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ 28,952.00</td>
</tr>
<tr>
<td>45</td>
<td>7</td>
<td>Special Services Utility Vehicle</td>
<td>Dodge Ram, ¾ Ton Pickup or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>GROUP NO.</th>
<th>VEHICLE MAKE</th>
<th>VEHICLE MODEL</th>
<th>UNIT COST (Base Price)</th>
<th>QTY</th>
<th>BASE PRICE INCLUDING STANDARD OPTIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>46</td>
<td>8</td>
<td>Hybrid Subcompact Sedan</td>
<td>Civic, Insight, Prius, CMAX or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>47</td>
<td>8</td>
<td>Hybrid Compact Sedan</td>
<td>Fusion, Optima, Corolla or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ N/A</td>
</tr>
<tr>
<td>48</td>
<td>8</td>
<td>Hybrid Midsize Sedan</td>
<td>Malibu, Sonata or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ Not a Bolt Dealer</td>
</tr>
<tr>
<td>49</td>
<td>8</td>
<td>All Electric Sedan</td>
<td>Nissan Leaf, Kia Niro EV, Bolt Volvo XC40 or Equal</td>
<td>$</td>
<td>ea.</td>
<td>$ Not a Bolt Dealer</td>
</tr>
</tbody>
</table>

### PRICING TABLE 2: OTHER REQUIRED PRICING

The Vendor must state below all other applicable costs necessary to satisfy the mandatory requirements of the IFB. **Unless stated in Exhibit A, the County shall assume that absolutely no other fees or delivery charges, including upgrade fees, will be assessed to the County whatsoever in connection with the MACPP 2020 Model Year Metro Vehicle Bid herein and to satisfy the IFB requirements.**

<table>
<thead>
<tr>
<th>DESCRIPTION / COMMENTS</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delivery Price</td>
<td>Per Mile</td>
<td>70 cents per mile</td>
</tr>
<tr>
<td>Guaranteed Not To Exceed Total Delivery Price</td>
<td>Per Vehicle</td>
<td>$300.00</td>
</tr>
<tr>
<td>Vehicles will be delivered from</td>
<td>Location (City and State)</td>
<td>Platte City, MO</td>
</tr>
</tbody>
</table>

No charge within 50 miles

Vendor's Initials: [Signature]
### PRICING TABLE 3: OPTIONAL PRICING: Alternative Fuel Options

The Vendor may provide firm, fixed pricing for Alternative Fuel Options for Vehicles listed in Pricing Table 1, for the proposed MACPP 2020 Model Year Metro Vehicle ELD solution. Additional Vehicles Alternative Fuel Options may be listed on Separate pages using Pricing Table 3 format.

<table>
<thead>
<tr>
<th>DESCRIPTION / COMMENTS</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing Table 1; Group Number:</td>
<td>1:5</td>
</tr>
<tr>
<td>Pricing Table 1; Item Number:</td>
<td>31-33</td>
</tr>
<tr>
<td>Alternative Fuel Package: Fuel Option and Base Price each Net</td>
<td>$2,148.50</td>
</tr>
<tr>
<td>Alternative Fuel Option: CNG, LP3, P/H/EV, E85, B20</td>
<td>6.0 L V8 SFI Gaseous CNG/LPG Capable, does not include CNG/LPG system</td>
</tr>
<tr>
<td>Alternative Fuel Operation: Dedicated, Bi-Fuel or Flex Fuel</td>
<td>6.0 L V8 with E85 Flex fuel/ $945.25</td>
</tr>
<tr>
<td>Gas Gallon Equivalent (How much fuel on board)</td>
<td>31 Gallons Gas</td>
</tr>
<tr>
<td>GGE Gas Gallon Equivalent - Option 1 Tank Size</td>
<td>$</td>
</tr>
<tr>
<td>GGE Gas Gallon Equivalent - Option 2 Tank Size</td>
<td>$</td>
</tr>
<tr>
<td>Manufacturer and Model of conversion system</td>
<td>GM Not a conversion</td>
</tr>
<tr>
<td>Current or Pending EPA or CARB Certification No. (If no cert no., please explain):</td>
<td></td>
</tr>
<tr>
<td>OEM Supported (Vendor has QVM or SVM status or equivalent: yes or no)</td>
<td></td>
</tr>
<tr>
<td>Drop ship code (if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

### PRICING TABLE 4: OPTIONAL PRICING

The Vendor may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed MACPP 2020 Model Year Metro Vehicle ELD solution.

<table>
<thead>
<tr>
<th>DESCRIPTION / COMMENTS</th>
<th>UNIT OF MEASURE</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Guaranteed Trade-In Valuation</td>
<td>Each</td>
<td>$300</td>
</tr>
</tbody>
</table>

Vendor's Initials: 

---
PRICING TABLE 5: OPTIONAL EQUIPMENT DISCOUNT

During the Course of the Agreement Year, the using Departments, Agencies and/or other Jurisdictions May Need to Order Optional Equipment or Items Not Specifically Listed Above. Please State Below, Any Discounts for Such Purposes, from Your Listed Prices.

<table>
<thead>
<tr>
<th>Discount off MSRP list price</th>
<th></th>
<th>5 %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT B
Experience and Expertise

The evaluation of the Vendor’s experience and expertise shall be subjective based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding current and/or prior experiences in providing the services and expertise of the organization as well as its personnel. The County shall have the right to use the information provided herein, including information gained from any other source, in the evaluation process.

B.1 EXPERIENCE:

A MINIMUM of 3 year experience is required of the successful Vendor, in similar services, as described in the scope. Experience and references provided by Vendors shall be verified and will be a significant factor in the evaluation. Vendors should provide the information below.

How many years has your company been in the MACPP 2020 Model Year Metro Vehicle Bid business? 20 years

List a minimum of three (3) references showing Agreements held by your company providing the same or similar services for other public entities, local government or private companies.

<table>
<thead>
<tr>
<th>Reference No. 1 of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company/Organization Name:</strong> MODOT</td>
</tr>
<tr>
<td><strong>Address:</strong> PO Box 270 830 MoDot Drive Jefferson City, MO 65102</td>
</tr>
<tr>
<td><strong>Name of Contact and Title:</strong> Tom Vaseeman MoDot Buyer</td>
</tr>
<tr>
<td><strong>E-mail Address:</strong> <a href="mailto:tom.vaseeman@modot.mo.gov">tom.vaseeman@modot.mo.gov</a></td>
</tr>
<tr>
<td><strong>Telephone No.:</strong> 573-522-4404</td>
</tr>
<tr>
<td><strong>Agreement or Service Period (dates of services):</strong> We have had contracts for the 20 year period that Roberts has been open</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference No. 2 of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company/Organization Name:</strong> Renzenberger Inc. / Hallcon</td>
</tr>
<tr>
<td><strong>Address:</strong> 14325 W. 95th Street Lenexa, KS 66203</td>
</tr>
<tr>
<td><strong>Name of Contact and Title:</strong> Paul Benne Director of Finance</td>
</tr>
<tr>
<td><strong>E-mail Address:</strong> <a href="mailto:phanne@hallcon.com">phanne@hallcon.com</a></td>
</tr>
<tr>
<td><strong>Telephone No.:</strong> 913-690-6149</td>
</tr>
<tr>
<td><strong>Agreement or Service Period (dates of services):</strong> We have been doing business with Renzenberger since 2002</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reference No. 3 of 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company/Organization Name:</strong> Custom Truck One Source</td>
</tr>
<tr>
<td><strong>Address:</strong> 7701 E Independence Ave Kansas City, MO 64123</td>
</tr>
<tr>
<td><strong>Name of Contact and Title:</strong> Joe Ross President of Sales</td>
</tr>
<tr>
<td><strong>E-mail Address:</strong> <a href="mailto:jross@customtruck.com">jross@customtruck.com</a></td>
</tr>
<tr>
<td><strong>Telephone No.:</strong> 816-410-2819</td>
</tr>
<tr>
<td><strong>Agreement or Service Period (dates of services):</strong> 2018-2019</td>
</tr>
</tbody>
</table>

Vendor’s Initials: DJM
PERSONNEL QUALIFICATIONS

Vendors should provide the information below.

Indicate person who will be supervising vehicle pricing and/or purchasing and years of experience in similar work.

Name:  Dean J. Meier  
No. of Years: 35

Type of Experience:  Govt. sales, Commercial Contracts, Chevrolet Sales Manager for 30 years

Complete the following for employees that would be working on this project. List any previous work directly relating to the IFB specifications that have been performed for other public entities, local government or private companies in the last five years. Attach a separate sheet of paper if needed.

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>QUALIFICATIONS</th>
<th>EXPERIENCE/TRAINING/CERTIFICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dean J. Meier</td>
<td>35 Years with GM</td>
<td>Top 10 Fleet Performer for GM last 7 years</td>
</tr>
</tbody>
</table>

Vendor's Initials:  


The evaluation of the Vendor's proposed Lease Term Information shall be subjective and based on the requirements stated herein. Therefore, the Vendor should present detailed information regarding the proposed Lease Term Materials. The County shall have the right to use this information, including information gained from any other source, in the evaluation process.

It is the Vendor's responsibility to make sure all MACPP 2020 Model Year Metro Vehicle Bld Lease Term Information proposed is adequately described. It should not be assumed that the evaluator has specific knowledge of the Lease Term Information proposed; however, the evaluator does have sufficient business background to conduct an evaluation when presented complete information.

C.1 LEASE TERM INFORMATION

Lease/Purchase Agreements

Some participating Entities, Agencies and/or other Jurisdictions may wish to use a lease/purchase method of acquisition. If this method is utilized, that Agency using it will be responsible for the method of payment to the dealership and will assume all responsibility for any accompanying paperwork.

Clay County, Missouri will assume no responsibility for lease/purchase agreements by other participating Entities, Agencies and/or Jurisdictions. Each Agency reserves the right to arrange financing with any company it so chooses. Dealerships that wish to be considered for lease/purchase financing arrangements should submit a statement of such intentions with their bid under this Exhibit C answering the following questions as well as submitting any additional information deemed necessary.

1. Is a three-year plan with $1 at end of lease to purchase vehicle offered?
2. Is straight leasing offered?
3. Include the following information in your bid response:
   a. Municipal finance application
   b. Lease payment schedule with a complete list of all fees including municipal interest rate
   c. Master lease/purchase agreement
   d. On your company's forms: any other information that may be required including but not limited to other financial documents. **Copy of the line item budget listing vehicles**
   e. Will your company make this lease/purchase pricing available to other Agencies using this bid?

See leasing attachments

Vendor's Initials: [Signature]
INSTRUCTIONS FOR COMPLETING THE ALLY MUNICIPAL LEASE AGREEMENT

Outlined below are the instructions to properly complete the Agreement.

1. First payment of $93.35 will be due upon delivery. Dealer should keep the first payment.

2. Proceeds in the amount of $ 96 should be drafted or Smartcashed. This amount includes Dealer Commission of $ 0.01.

3. Please have the Municipal Official SIGN and DATE the signature lines on the right side of:
   - Page 5 (only the top right signature line);
   - the Municipal Certificate; Page 6;
   - the Delivery & Acceptance Certificate; Page 7; and
   - the Schedule B - Amortization Schedule; Page 8.

   The Municipal Official is the person who has the authority to obligate the municipality.

4. The Attorney for the Municipality must sign and date the Opinion of Counsel on the bottom right side of page 5.

5. A person (other than the authorized Municipal Official) must sign on the left side of the Municipal Certificate - Page 6 to Attest to the truth of the statement. Also, write or type the name of the authorized Municipal Official in the first blank spot on Page 6.

6. Fill in the Equipment Location on the Delivery & Acceptance Certificate. This is the address where the vehicle will be garaged.

7. Leave all Ally signature spots blank; an Ally representative will sign there.

IMPORTANT: Vehicles must be titled in the NAME of the MUNICIPALITY with Ally Financial and its successors and assigns.

Once the Agreements have been executed as outlined above (with no alteration), forward both originals to Ally Contract Processing Center at 2911 Lake Vista Dr, Lewisville, TX 75067 with the following:
- a copy of the application(s) for title
- a copy of the manufacturer’s invoice(s), chassis & body (if applicable)
- evidence of insurance, form 685 DLP
- a signed Ally Financial Credit Application

If you have any questions, please call me at 1-800-471-4622
MUNICIPAL LEASE-PURCHASE AGREEMENT

LESSEE: Ally Financial ("AF"); Ally Bank ("AB") (each of AF and AB, a "Lessor")

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Delivery and Acceptance Certificate now or hereafter attached hereto ("Equipment") in accordance with the terms and conditions of this Lease-Purchase Agreement ("Agreement"). AF will only be deemed to be a Lessor with respect to those items of Equipment which are specifically allocated to AF on the applicable Delivery and Acceptance Certificate and AB will only be deemed to be a Lessor with respect to those items of Equipment which are specifically allocated to AB on the applicable Delivery and Acceptance Certificate.

1. TERM. This Lease will become effective upon the execution hereof by Lessee. The term of this Lease will commence on the date the Equipment is accepted pursuant to Section 3 hereunder and, unless sooner terminated as expressly provided for in this Lease, will continue for the term set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in the Delivery and Acceptance Certificate. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence upon acceptance of the vehicle(s) and continue on the same date periodically thereafter for the number of lease periods reflected on the Delivery and Acceptance Certificate. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment, for any reason whatsoever, including, without limitation, any failure of the Lessor to deliver, do or perform, or any default or breach by the Lessor of any warranty, representation or covenant expressed or implied in this Agreement, or for any reason whatsoever, including, without limitation, any failure of the Lessor to deliver, do or perform, or any default or breach by the Lessor of any warranty, representation or covenant expressed or implied in this Agreement.

3. DELIVERY AND ACCEPTANCE. Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in the Delivery and Acceptance Certificate ("Equipment Location"). Lessor will pay all transportation and other costs, if any, incurred in connection with the delivery and installation of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4. DISCLAIMER OF WARRANTIES. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that Lessor HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DESIRABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. Lessor hereby assigns to Lessee during the Lease Term, as soon as any Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturer of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor has, and makes, no representations or warranties whatsoever as to the existence or the availability of such warranties of the manufacturer of the Equipment.

5. NON-APPROPRIATION OF FUNDS; NON-SUBSTITUTION. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any reason whatsoever, Lessor may, at any time during any period for Lease Payments due under this Lease, Lessor may, at any time, notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its assignee on the date of such termination.
Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees that if it will not cancel this Lease under the provisions of this Section if any funds are apportioned to the equipment in accordance with the terms of the Equipment, it will be the Equipment for the balance period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment. This provision will not be construed so as to permit Lessee to terminate this Lease in order to acquire or lease any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment in intended.

6. CERTIFICATION AND AUTHORIZATION. Lessee represents, covenants and warrants that it is a state, or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state or political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth of a Lessee having legal capacity to enter into the same and is not in contravention of any Town, City, District, County, or State statute, rule, regulation, or other governmental provision. In the event that a question arises as to Lessee's qualification as a political subdivision, Lessee agrees to execute a power of attorney authorizing Lessor to make application to the Internal Revenue Service for a letter ruling with respect to the issue. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee subject to Lessor's rights under this Lease, provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (ii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its assigns without any action by Lessee and Lessee shall immediately surrender possession of the Equipment to Lessor. In order to secure all of its obligations hereunder, Lessee hereby grants to Lessor and any representatives or designees of Lessor, a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom, (ii) agrees that this Lessor may be filed as a financing statement evidencing such security interest, and (ii) agrees to execute and deliver all financing statements, certificates of title and other instruments in form satisfactory to Lessee necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies, regulations relating to, and shall pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from the Equipment Location and will be entered upon by Lessor prior written consent which will not be unreasonably withheld. Lessee will be entitled to enter upon the Equipment location or elsewhere during reasonable business hours to inspect the equipment or observe its use and operation. Lessor will have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.

11. LIENS AND TAXES. Lessee shall keep the Equipment free of all liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessee's income, if Lessee fails to pay said charges, and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor.

12. RISK OF LOSS; DAMAGE; DESTRUCTION. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss or damage to the Equipment in any fire, flood, earthquake, or other casualty, or if such shall result from the Equipment or operation thereof, or if such loss or damage shall arise out of the operation of the in the event of such loss or damage to any item of Equipment, Lessor shall immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessor, at the option of Lessor, will either (a) replace the same with like Equipment in good repair, or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under the Lease, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Customers Balance set forth in Schedule B. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Customers Balance to be made by Lessee with respect to the Equipment which has suffered the event of loss.

13. PERSONAL PROPERTY. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of interest in the Equipment from any party having an interest in such real estate building.
14. INSURANCE. Lessee, will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurer as shall be satisfactory to Lessor, or, with Lessor's consent, may self-insure or be self-insured. In no event will the insurance limits be less than the amount of the then applicable Customers Balance with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alterations in the terms of such policy or cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interest may appear. Upon acceptance of the Equipment and upon each Insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation related thereto.

15. INDEMNIFICATION. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this paragraph shall survive in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

16. ASSIGNMENT AND SUBLEASE.

(a) Without Lessor’s prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, or grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee’s employees. No assignment or sublease shall relieve the Lessee of any of its obligations or duties hereunder, which shall remain those of a principal and not a guarantor.

(b) Lessor shall not assign, transfer, pledge, or dispose of this Agreement or any interest therein, whether as security for any of its indebtedness or otherwise. However, if an AF and AB may assign their rights and obligations hereunder to the lease of a specific item of Equipment to the other at any time without the consent of or notice to Lessee. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

17. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such default is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

18. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee’s expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessor, holding Lessee liable for all Lease Payments and other payments due to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

19. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice to Lessee of lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on any Lease Payment due date by paying to Lessor, on such date, the Customers Balance amount set forth opposite the appropriate number of payments made as reflected on Schedule 8 to the Lease. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.
23. REPORTING REQUIREMENTS. Lessee agrees to comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"). In the event Lessor, solely on account of Lessee's failure to comply with such information reporting requirements, is not entitled to treat the Lease Payments and the Customers Balances received from Lessee hereunder as interest and principal payments on a state or local bond, the interest of which is exempt from Federal income tax under Section 103(a) of the Code, then Lessee shall pay to Lessor, as additional rentals, a sum which, after deduction of all taxes which are or will be payable by Lessor in respect of the receipt thereof under the Laws of the United States or any state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country, shall be equal to the additional Federal Income tax which is or will be payable by Lessor as a result of the loss of such interest exemption, together with any interest, addition to tax or penalty which may be assessed by the United States Government against Lessor in connection with the loss of such interest exemption, which amounts shall be payable on written demand by Lessor, together with interest thereon at the highest lawful rate from the date of payment of the additional Federal income tax to the date of payment by Lessee.

21. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

22. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

23 GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

24. DELIVERY OF RELATED DOCUMENTS. Lessor will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

25. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessor and Lessee in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

(Lessee)
Name: TEST
Address: 1 MUNI WAY
City, State, ZIP: KC, MO, 63011
By: __________________________
Title: __________________________
Date: __________________________

(Lessor)
Ally Financial
By: __________________________
Title: __________________________
Date: __________________________

OPINION OF COUNSEL

With respect to that certain Municipal Lease-Purchase Agreement ("Lease") with Ally Financial ("AF"), Ally Bank ("AB") (each of AF and AB, a "Lessor") and the Lessee, dated _______________ , I am of the opinion that: (i) the Lessee is a tax-exempt entity under Section 103 of the Internal Revenue Code; (ii) the execution, delivery and performance by the Lessor of the Lease have been duly authorized by all necessary action on the part of the Lessee; (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms and all statements contained in the Lease and all related instruments are true; (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law; and (v) the Uniform Commercial Code of the state where the Equipment is located and or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment.

By: __________________________
Attorney for Lessee
Date: __________________________

https://securedealer.ally.com/mq/service/municipalDocument

10/21/2019
MUNICIPAL CERTIFICATE

I, ___________________________________________of TEST ___________________________, hereby certify that the Municipal Lease Purchase Agreement, dated ____________________________, with Ally Financial ("AF"), Ally Bank ("AB") (each of AF and AB, a "Lessor") and ___TEST ___________________________________________ as Lessee, leasing the Equipment described, was executed by me on the ______ day of ____________ 20_____; and that I have full power and authority to execute the Municipal Lease Purchase Agreement, and that the power to enter into the Lease Purchase Agreement granted to me by the ___TEST ____________________________ has not been withdrawn, and that all required procedures necessary to make the Municipal Lease Purchase Agreement a legal and binding obligation of the Lessee have been followed.

I also certify that payment due by ___TEST ____________________________ under the Municipal Lease Purchase Agreement referred herein for the current lease term are within the current budget and within an available, unexhausted and unencumbered appropriation of the municipality of the ___TEST ____________________________.

IN WITNESS WHEREOF, I have set my hand this ______ day of ____________ 20_____.

Attest: __________________________________________

(Signature) __________________________________________

(Title) __________________________________________

Agency Official: __________________________________________

(Signature) __________________________________________

(Title) __________________________________________
# Delivery and Acceptance Certificate

1 Vehicles (s) for Municipal Lease/Purchase

<table>
<thead>
<tr>
<th>#</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Vin</th>
<th>Application# Cost</th>
<th>Payment Lessor (AF/AB)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2019</td>
<td>Chevrolet</td>
<td>TEST</td>
<td>1111111111111111111111111111111111100</td>
<td>0.35</td>
<td></td>
</tr>
</tbody>
</table>

Total Cost of the vehicle (s): $1,00 Total Payments: $9.36

Equipment Location (Garaged at):

Under the Municipal Lease Agreement dated ____________, (Lease) with Ally Financial ("AF"), Ally Bank ("AB") (each of AF and AB, a "Lessor") and the undersigned Lessee, the Lessee hereby certifies that the vehicle(s) listed above has (have) been delivered to Lessee, tested and inspected by Lessee, found to be in good order and accepted as Equipment under the Lease, all on the date indicated below.

The Lessee hereby agrees to lease/purchase the vehicles as described.

(Lessee)

Name: TEST

By: ____________________________ Date: ____________________________

(Lessor)

By: ____________________________ Date: ____________________________

Ally Financial

Ally Bank

By: ____________________________ Date: ____________________________
SCHEDULE B

Payment Schedule to the Lease Agreement dated ______________.

Customer: TEST
Dealer: TEST
Equipment 1: Chevrolet TEST
Term: 3 Annual
Annual Percentage Rate: 5.99%
First Payment: Advance
Amount Financed: $1,00
Payment Amount: $0.35
Total Interest: $0.05
End of Lease Purchase Option: $1 per unit

<table>
<thead>
<tr>
<th># OF PMTS MADE</th>
<th>PAYMENT</th>
<th>CUSTOMERS BALANCE</th>
<th>BALANCE: PERCENT OF COST</th>
<th>REDUCTION IN PRINCIPAL</th>
<th>INTEREST ON PRINCIPAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$0.35</td>
<td>$0.65</td>
<td>65.00%</td>
<td>$0.35</td>
<td>$0.00</td>
</tr>
<tr>
<td>2</td>
<td>$0.35</td>
<td>$0.33</td>
<td>33.00%</td>
<td>$0.32</td>
<td>$0.03</td>
</tr>
<tr>
<td>3</td>
<td>$0.35</td>
<td>$0.00</td>
<td>0.00%</td>
<td>$0.33</td>
<td>$0.02</td>
</tr>
</tbody>
</table>

(Lessee)
Customer Name: TEST
Address: 1 MLNI WAY
City, State, ZIP: KC, MO, 63011
By: ____________________________________
Title: ____________________________________
Date: ____________________________________

(Lessor)
Ally Financial
By: ____________________________________
Title: ____________________________________
Date: ____________________________________
<table>
<thead>
<tr>
<th>Application Type:</th>
<th>Transaction Type:</th>
<th>Dealer Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>O Individual</td>
<td>O Retail</td>
<td></td>
</tr>
<tr>
<td>O Business</td>
<td>O Lease</td>
<td></td>
</tr>
<tr>
<td></td>
<td>O Balloon</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Last Name (or trade name of business)</th>
<th>First</th>
<th>Middle Initial</th>
<th>Suffix (jr.)</th>
<th>Date of Birth</th>
<th>EIN or SS # (or Tax ID #)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home (or business) Phone Number</th>
<th>Cell Phone Number</th>
<th>Type of Enterprise</th>
<th>Type of Business</th>
<th>Years in Business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>O Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>O Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>O LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>O Proprietorship</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Mail Address</th>
<th>Present Address</th>
<th>Zip Code</th>
<th>City</th>
<th>State</th>
<th>Monthly Rent/Mortgage Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time at Present Address</th>
<th>Residence Type</th>
<th>Years</th>
<th>Months</th>
<th>Rent</th>
<th>Owning</th>
<th>Buying</th>
<th>Renting/Lending</th>
<th>Family</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Present Job Title</th>
<th>Present Employer</th>
<th>Employer Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gross Income</th>
<th>Income Received</th>
<th>Years</th>
<th>Months</th>
<th>O Monthly</th>
<th>O Yearly</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Last Name (or trade name of business)</th>
<th>First</th>
<th>Middle Initial</th>
<th>Suffix (jr.)</th>
<th>Date of Birth</th>
<th>EIN or SS # (or Tax ID #)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Home (or business) Phone Number</th>
<th>Cell Phone Number</th>
<th>Type of Enterprise</th>
<th>Type of Business</th>
<th>Years in Business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>O Corporation</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>O Partnership</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>O LLC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>O Proprietorship</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Mail Address</th>
<th>Present Address</th>
<th>Zip Code</th>
<th>City</th>
<th>State</th>
<th>Monthly Rent/Mortgage Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time at Present Address</th>
<th>Residence Type</th>
<th>Years</th>
<th>Months</th>
<th>Rent</th>
<th>Owning</th>
<th>Buying</th>
<th>Renting/Lending</th>
<th>Family</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Present Job Title</th>
<th>Present Employer</th>
<th>Employer Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Gross Income</th>
<th>Income Received</th>
<th>Years</th>
<th>Months</th>
<th>O Monthly</th>
<th>O Yearly</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Intended Use</th>
<th>VN</th>
<th>Vehicle Year</th>
<th>Make</th>
<th>Model</th>
</tr>
</thead>
<tbody>
<tr>
<td>O Business</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O Personal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>New/Used</th>
<th>Style/Trim</th>
<th>Mileage</th>
<th>Cylinders</th>
<th>Trade Vehicle Year</th>
<th>Trade Make</th>
</tr>
</thead>
<tbody>
<tr>
<td>O New</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O Used</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>O Auction</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cash Downpayment</th>
<th>Rebate</th>
<th>Trade Allowance</th>
<th>Trade Balance Owed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Special Programs</th>
<th>Service/Maint. Contract</th>
<th>GAP</th>
<th>Other Insurance</th>
<th>Credit</th>
<th>Credit Disability</th>
<th>Term</th>
<th>Est. Monthly Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MSRP</th>
<th>Wholesale (ECD/AWS)</th>
<th>Van Conversion/Soft Cost</th>
<th>Security Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

We intend to apply for joint credit. Applicant: Co-Applicant: (initials only)

See Page 2 for important notices. By signing below, I certify that I have read and agree to the terms of this application including terms on Page 2.

Applicant's Signature: Co-Applicant's Signature: Date: Date:
By signing this application, I certify that the information in my application is complete and true. I authorize the dealer, Ally Financial, Ally Bank, a/k/a Ally Capital in Hawaii, a/k/a Ally Capital Corp. in Arizona, Mississippi, Montana, New Jersey, and Wisconsin, and a/k/a Ally Bank Corp. in New Mexico, to investigate my credit and employment history, obtain credit reports, and release information about their credit experience with me. If an account is created, I authorize the obtaining of credit reports for purposes of reviewing or taking collection action on the account or for other legitimate purposes associated with the account. I agree that you and any assignee of the financing contract or lease may monitor and record telephone calls regarding my account to assure quality of service or for other reasons. I agree that you and any assignee of the financing contract or lease may contact me in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. I also agree that you and any assignee of the financing contract or lease may try to contact me in these and other ways at any address or telephone number I provide, even if the telephone number is a cell phone number or the contact results in a charge to me.

**CONSUMER NOTICES BY STATE**

**Notice to California Residents:** IF MARRIED YOU MAY APPLY FOR CREDIT SEPARATELY AS AN INDIVIDUAL...

**Notice to Maine, Rhode Island, and Tennessee Residents:** You must have physical damage insurance covering loss or damage to the vehicle for the term of any contract. For a lease, you must also have the liability insurance described in the lease. You may buy this insurance from anyone you choose. You do not have to buy it from someone affiliated with the dealer or an assignee of this contract. Your choice of insurance will not affect the credit approval process unless the insurance does not satisfy the contract requirements or the insurance company does not satisfy the reasonable standards of the dealer or an assignee of the contract.

**Notice to New Hampshire Residents:** If you are applying for a balloon payment contract, you are entitled, if you ask, to receive a written estimate of the monthly payment amount for refinancing the balloon payment in accord with the creditor’s existing refinance programs. You would be entitled to receive the estimate before you enter into a balloon payment contract. A balloon contract is an installment sale contract with a final scheduled payment that is at least twice the amount of one of the earlier scheduled equal periodic installment payments.

**Notice to New York Residents:** Consumer reports may be requested in connection with this application. Upon request, you will be informed whether or not a consumer report was requested and, if it was, of the name and address of the consumer reporting agency that furnished the report. Additional consumer reports may be requested with respect to any extension or renewal of this obligation.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio civil rights commission administers compliance with this law.

**Notice to Rhode Island Residents:** Consumer reports may be requested in connection with this application.

**Notice to Wisconsin Residents:**

- Please Indicate: □ Married
- □ Unmarried (includes single, divorced, widowed)
- □ Separated

If married or separated and spouse is not a co-applicant please provide:

- Non-applicant spouse's name ____________________________
- Non-applicant spouse's address ____________________________

Notice: The interest of the creditor will not be adversely affected by a provision of a marital property agreement, a unilateral statement under Wisconsin Statutes § 766.59 or a court decree under Wisconsin Statutes § 766.70, unless you furnish a copy of such agreement, statement or decree to the creditor, or the creditor has actual knowledge of such provision before credit is granted.

**NON-APPLICANT SPOUSE’S WAIVER OF NOTICE:** I agree to waive notice of any extension of credit in connection with this application.

- Non-applicant spouse signs (if available) ____________________________ Date __________

**NEAREST RELATIVE OR FRIEND NOT LIVING WITH YOU:**

- NAME ____________________________
- ADDRESS ____________________________ PHONE ________
EXHIBIT D
Miscellaneous Information

D.1 LOCAL GOVERNMENT USE (COOPERATIVE PROCUREMENT):

1) If the County awarded you the proposed Agreement, would you sell under the prices and terms of this Agreement to any Municipal, County Public Utility, Hospital, Educational Institution, or any other non-profit organization having membership in the Mid-America Council of Public Purchasing (MACPP) or Mid-America Regional Council (MARC) located within the Greater Kansas City Metropolitan Trade Area? (All deliveries shall be F.O.B. Destination and there shall be no obligations on the part of any member of said Council to utilize this Agreement.)

YES: ☒ NO: ☐

INITIALS: _______________________

2) Sales shall be made in accordance with the prices, terms, and conditions of the IFB and any subsequent term Agreement.

3) There shall, however, be no obligation under the cooperative procurement agreement for any organization represented by MACPP or MARC to utilize the Agreement unless they are specifically named in the IFB as a joint participating entity.

4) All sales to other jurisdiction shall be made on purchase orders issued by that jurisdiction. All receiving, inspection, payments and other Agreement administration shall be the responsibility of the ordering jurisdiction.

5) The Purchasing Manager shall be responsible to handle the solicitation and award the Agreement. The Purchasing Manager shall have the sole authority to modify the Agreement and handle disputes regarding the substance of the Agreement.

6) Each jurisdiction that is a party to the joint bid has authority to act as Administrative Contracting Officer with responsibility to issue purchase orders, inspect and receive goods, make payments and handle disputes involving shipment to the jurisdiction.

D.2 WEBSITE

1) Does your company have a website? YES: ☒ NO: ☐

2) If yes please provide the website address: www.robertscheroletbuick.com

Vendor's Initials: ______________________
Vendors who are elected or appointed officials or employees of Clay County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the Vendor or any owner of the Vendor's organization is currently an elected or appointment official or an employee of Clay County or any political subdivision thereof, please provide the following information.

| Name and title of elected or appointment official or employee of Clay County or any Political sub-division thereof: | N/A |
| If employee of Clay County or Political sub-division thereof, provide name of Clay County entity or political sub-division where employed: | N/A |
| Percentage of ownership interest in Vendor's organization held by elected or appointed official or employee of Clay County or political sub-division thereof: | N/A |

Vendor's Initials: [Signature]
SEAL BID RESPONSE ENCLOSED

US MAIL/DELIVER TO: CLAY COUNTY PURCHASING DEPARTMENT
1 COURTHOUSE SQUARE
3rd Floor COMMISSION DESK
LIBERTY, MO 64068

COURIER/DELIVER TO: CLAY COUNTY PURCHASING DEPARTMENT
ATTN: Patrick West
16 W. FRANKLIN, SUITE 16-B
LIBERTY, MO 64068

BID No.: 49-19 DATE: OCTOBER 22, 2019

BIDS MUST BE RECEIVED BEFORE 2:00 PM CENTRAL TIME
DESCRIPTION: MACPP 2020 MODEL YEAR METRO VEHICLE BID

SPECIFY VENDOR NAME: Roberts Chevrolet Buick

SPECIFY VENDOR'S CTY, STATE LOCATION: Platte City, MO 64079
City, State Location

Vendor's Initials: [Signature]
This is a joint bid for a supply and service agreement for the following participating agencies of the Mid America Council of Public Procurement Chapter of NIGF, with Clay County, MO serving as the Lead Agency:

City of Independence, MO
Richelleu Sesse
111 E. Maple
Independence, MO 64050
816.325.7090 FAX 816.325.7088
rsesse@indepmo.org

City of Lee's Summit, MO
Mark Stinson
1971 SE Hamblin Road
Lee's Summit, MO 64082
816.966.1051
Mark.Stinson@cityofls.com

City of Olathe, KS
Lisa Robbins
100 East Santa Fe
Olathe, KS 66061
913.971.8925 FAX 913.971.8715
lrobbins@olatheks.org

Johnson County, KS
Kyra Blatchford
111 South Cherry, Suite 2400
Olathe, KS 66061
913.971.0591 FAX 913.715.0597
kyra.blatchford@jcck.org

City of Kansas City, MO
Ronnell Simpson
414 E. 12th Street
Kansas City, MO 64106
816.513.1590 FAX 816.513.1156
Ronnell.Simpson@kcmo.org

WaterOne
Robin Broussard
10747 Renner Blvd
Lenexa, KS 66219
913.895.5553
 RBroussard@waterone.org

Buchanan County, MO
Kim Hartman
411 Jules Street, Room 101
St. Joseph, MO 64501
816.271.1512 FAX 816.271.1569
khartman@co.buchanan.mo.us

Metropolitan Community College
Nicolle Arelli
3200 Broadway
Kansas City, MO 64111
816.604.1100
Nicolle.Arelli@mcc.edu

Greene County, MO
Melissa Denney
1443 N. Robberson, Suite 1000
Springfield, MO 65802
417.868.4013 FAX 417.868.4188
MDenney@greenecountymo.gov

Douglas County, KS
Jackie Waggoner
1100 Massachusetts
Lawrence, KS 66044
785.832.5286 FAX 785.838.2480
JWaggoner@douglascountyks.org

Unified Government of Wyandotte Co.
/Kansas City, KS
Kelly Regan
701 N. 7th St. Suite 649
Kansas City, KS 66101
913.573.5447 FAX 913.573.5444
kregan@wycokck.org

Jackson County, MO
Katie Bartle
415 East 12th Street, Room G-1
Kansas City, MO 64106
816.881.3465 FAX 816.881.3268
kbartle@jacksongov.org

City of Overland Park, KS
Jose Vargas
1300 W. 91st Street
Overland Park, KS 66214
913.327.6658
Jose.Vargas@okans.gov

City of Raytown, MO
Tony Mesa
10000 East 59th Street
Raytown, MO 64133
816.737.6066 FAX 816.737.6052
tony.m@raytown.mo.us

Raytown Police Department
Lieutenant Paul Beiting
10000 East 59th Street
Raytown, MO 64133
816.737.6103 FAX 816.737.6137
beitingp@raytownpolice.org

City of Merriam, KS
Ross Davis
6901 Knox
Merriam, KS 66203
913.322.5570 FAX 913.322.5575
rdavis@merriam.org

Kansas City Kansas Board of Public Utilities
Jason McVay
6742 Riverview Avenue
Kansas City, KS 66102
913.573.9414
jmcvay@bkpu.com

Jackson County, MO Circuit Court
Terry Shepard
415 East 12th Street, Room 8M East;
Purchasing
Kansas City, MO 64106
816.881.1309 FAX 816.881.3226
Terry.Shepard@courts.mo.gov

Vendor's Initials: [Signature]
ATTACHMENT 3
JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM

Vendor's Initials: [Signature]
Jackson County, Mo
Certificate of Compliance

Issued To:
Roberts Chevrolet Buick

Who is found to be in compliance with Chapter 6 Jackson County Code which prohibits discriminatory employment practices and promotes equal employment opportunity by contractors doing business with Jackson County.

This certificate is effective for a twelve (12) month period following its date of execution.

Executed this 1st day of January, 2019

[Signature]
COMPLIANCE REVIEW OFFICER
JACKSON COUNTY, MISSOURI

Certificate ID: 181129121 11V2391

JACKSON COUNTY, MISSOURI
COMPLIANCE REVIEW FORM

Report Date: 10/21/19  (All reports expire annually on December 31st)

DIRECTIONS FOR COMPLETION:
Please fill out form completely. If a question refers to "past report" and this is your first one, place "1st Report" in the blank. If a question addresses an area which does not apply to your company, such as (subcontractors), place "N/A" in the blank. Please be sure this and subsequent reports are SIGNED AND DATED. If you have any questions, please call our office at (816) 881-3302.

Mail/Fax or Email reports to:
Tom Wyrsch
Contract Compliance Review Director
415 East 12th Street - 2nd Floor
Kansas City, Missouri 64106
EMAIL: cro@jacksongov.org
FAX: (816) 881-1223

1. COMPANY DESCRIPTION:
Name of Company Roberts Chevrolet Buick
Street Address: PO BOX 470 1600 E Prairie View Road
City: Platte City State: MO Zip: 64079
Email Address: fleet@robertschb.com
Website Address: www.robertschevroletbuick.com
Area Code 816 Telephone Number 858-3200
Representative Name Dean J. Meier

2. COMPANY STATISTICS:
A. Total number of Employees________ 34
B. Total Number of Employees who are:
1. Women __________ 4. Asian __________
2. Hispanic __________ 5. American Indian __________

YES NO N/A

3. Has your company advertised for applicants since your report? No __________
   If so, please attach a list of publications in which ads appeared, the dates
   of advertising, and copies of such advertisement __________

4. Has there been an effort since your last report to further orientate supervisors
   and key personnel to the spirit and intent of the program? N/A __________
   If so, please attach a detailed report of such efforts __________

5. Have there been any adjustments in your job prerequisites or your recruiting and intake
   procedures? No __________
   If so, please attach a narrative of such efforts __________

YES NO N/A

6. Has any effort been made since your last report in disseminating your
   policy to all your employees or in encouraging them to refer Minority or
   Female applicants? N/A __________
If so, please attach a narrative of such efforts.

7. Are you attaching any other comments or concerns which you would like to have reviewed as part of determining compliance with your programs?  No

List all minority contractors/suppliers (Minority Owned Business Enterprises MBE or Women Owned Business Enterprises WBE) with which you have contracted during this reporting period.

NAME OF COMPANY: N/A
STREET ADDRESS:
REPRESENTATIVE NAME:
TELEPHONE NUMBER:
EMAIL ADDRESS:
WEBSITE ADDRESS:
PRODUCTS, SERVICE, AREA OF SCOPE OF WORK:
DURATION OF CONTRACT:
AMOUNT OF CONTRACT:

REPEAT THE ABOVE INFORMATION ON A SEPARATE SHEET FOR ADDITIONAL MBE/WBE FIRMS WITH WHOM YOU HAVE CONTRACTED.

Figures of Employment Analysis section of this report was obtained from:

YES  NO
1. Available employment  ___  ___
2. Visual check Yes  ___
3. Other (specify)  ___

This Compliance Review Form was prepared and submitted by:

Signature: ___________________________
Amy Surprise  Office Manager

Name and Title: ___________________________

Date: 10/21/2019

I certify that all answers and information herein contained are true to the best of my knowledge, and I understand that any misstatement of fact may subject this company to non-compliance procedures.
ATTACHMENT 4

JACKSON COUNTY, MISSOURI
AFFIDAVIT form

Vendor’s Initials: [Signature]
Jackson County, Missouri

AFFIDAVIT

STATE OF Missouri )

COUNTY OF Platte ) SS.

Roberts Chevrolet Buick of the City of Platte City
County of Platte State of Missouri being duly sworn on her or his oath, deposes and says:

1. That I am the Fleet Manager (Title of Affiant) of Roberts Chevrolet Buick (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.

2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).

3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.

4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2018 any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.

5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.

6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List.

7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

By:

Roberts Chevrolet Buick (Name of Bidder)

Fleet Manager (Title of Affiant)

Subscribed and sworn to before me this 18th day of October, 2019

NOTARY PUBLIC in and for the County of Platte (SEAL)

State of Missouri

My Commission Expires: 10/26/2019
**Fictitious Name Details as of 10/18/2019**

<table>
<thead>
<tr>
<th>General Information</th>
<th>Filings</th>
<th>Address</th>
<th>Owners</th>
<th>Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name(s)</td>
<td>Returns</td>
<td>Incunabula Buick</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Type</td>
<td>Fictitious Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Status</td>
<td>Fictitious Active</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Address: 1450 E. Prairie Vue Rd
Platte City, MO 64079
Charter No.: 301564137
Date Formed: 9/9/2019
Expiration Date: 9/9/2020

The information contained on this page is provided as a public service and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.
**Gen. Business - For Profit Details as of 10/18/2019**

**Company Information**
- **Name:** ROBERTS AUTO PLAZA, INC.
- **Type of Business:** General Business - For Profit
- **Domestic/Foreign:** Domestic
- **Registered Agent:** VINCENT F. JCSS, JR.
  - **Address:** TWO SOUTH MAIN STREET, LIBERTY, MO 64068
- **Duration:** Perpetual
- **Reporting Period:** January

**Address**
- **Name:** 1000 East Polk St. Vom Road
- **City:** Plate City, MO 64075
- **Charter No:** 04/43661

**Status:** Good Standing

---

The information contained on this page is provided as a public service, and may change at any time. The State, its employees, contractors, subcontractors or their employees do not make any warranty, expressed or implied, or assume any legal liability for the accuracy, completeness or usefulness of any information, apparatus, product or process disclosed or represent that its use would not infringe on privately-owned rights.
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Roberts Auto Plaza Inc

2. Business name/disregarded entity name, if different from above
Roberts Chevrolet Bick

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
- Individual (sole proprietor or single-member LLC)
- Corporate (or corporation)
- Partnership
- Trust/estate
- Limited liability company. Enter the tax classification (C=Corporation, S=corporation, P=Partnership).

Note: Check the appropriate box in the line above for the tax classification of the single-member LLC. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded for tax purposes. Otherwise, a single-member LLC that is disregarded by the owner should check the appropriate box for the tax classification of its owner.

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
   - Exempt payee code (if any) 5
   - Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions.
   - PO BOX 470 1600 E Prairie View Rd
   - City, state, and ZIP code
   - Platte City, MO 64079

6. List account number(s) here (optional)

Requester's name and address (optional)

Part I  Taxpayer Identification Number (TIN)
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN).

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

Or

Employer Identification number

Part II  Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are not subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person

Date

Form W-9 (Rev. 10-2016)
STATE OF KANSAS
OFFICE OF
SECRETARY OF STATE
SCOTT SCHWAB

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 4916078

Entity Name: ROBERTS AUTO PLAZA, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

Resident Agent: JOHN E. ROBERTS

Registered Office: 623 LAKEWOOD ROAD, BONNER SPRINGS, KS 66012

was filed in this office on May 08, 2015, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.

In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of October 18, 2019

SCOTT SCHWAB
SECRETARY OF STATE

Certificate ID: 1116174 - To verify the validity of this certificate please visit https://www.kansas.gov/bess/flow/validate and enter the certificate ID number.
<table>
<thead>
<tr>
<th>Warranty Location</th>
<th>Warranty Coverage</th>
<th>Limited Warranty Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td>10 years/unlimited miles</td>
<td>7 years/unlimited miles</td>
</tr>
<tr>
<td>Body</td>
<td>6 years/unlimited miles</td>
<td>6 years/unlimited miles</td>
</tr>
<tr>
<td>Powertrain</td>
<td>5 years/unlimited miles</td>
<td>5 years/unlimited miles</td>
</tr>
</tbody>
</table>

**Limited Warranty Information**

2020 Model Year GM Chevrolet/Oldsmobile and Cadillac

---

**Additional Electric Vehicle**

Limited Warranty Information

2020 Model Year