

SUPPLEMENTAL TERMS & CONDITIONS

CLARY LONGVIEW LLC DBA BUD CLARY FORD

MOTOR VEHICLES PURCHASES

State of Washington Department of Enterprise Services
Master Contract No. 05916

This Supplemental Terms & Conditions Agreement ("Agreement") is effective as of the date of the last authorizing signature ("effective date"). The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City") and Clary Longview LLC dba Bud Clary Ford, a Washington Corporation ("Contractor") utilizing a cooperative purchase contract through the State of Washington Department of Enterprise Services.

The City seeks to acquire twelve (12) Ford Police Interceptor Pursuit Rated Utility/SUV vehicles for the not-to-exceed contract amount of Seven Hundred Twenty-five Thousand Six Hundred Thirty-eight and 27/100 Dollars (\$725,638.27), and the City desires to engage the Contractor to provide these vehicles to the City.

Now, therefore, the Parties agree as follows:

I. Contractor shall provide all work described in this Agreement; this Agreement consists of these terms and conditions and attached exhibits, each of which are a part of this Agreement:

- Master Contract No. 05916 Exhibit A
- Amendments No. 1-7 to Master Contract No. 05916 Exhibit A1
- Quote #2024-6-182..... Exhibit B
- Ford Police Interceptor Specifications Exhibit C
- Statement of Compliance with Nondiscrimination Requirement..... Exhibit D
- Equal Benefits Compliance Declaration Exhibit E

II. These terms and conditions are intended to supplement the State of Washington Department of Enterprise Services, Clary Longview LLC dba Bud Clary Ford (through Assignment by Columbia Ford in 2021) Master Contract No. 05916 (Exhibit A) and Amendments No. 1-7 (Exhibit A-1), and to take precedence over conflicting provisions of those documents. References to the State of Washington Department of Enterprise Services in the Master Contract (Exhibit A) and Amendments 1-7 (Exhibit A-1) shall be amended to apply to the "City of Olympia" as an eligible purchaser in the Washington State Department of Enterprise Services Purchase Program.

1. RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT

A. Retention of Records. The Contractor and its subcontractors shall maintain books, records, and documents of its performance under this Agreement in accordance with generally accepted accounting principles. The Contractor shall retain for seven (7) years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Contractor shall provide access to its facilities, including those of any subcontractors, to the City, the state, or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work/Product provided under this Agreement. The City shall give reasonable notice to the Contractor of the date on which the audit begins.

2. AUDIT EXCEPTION

The Contractor is financially responsible for and shall repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, or failure for any reason to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, or representatives. This duty to repay survives the expiration or termination of this Agreement.

3. PUBLIC RECORDS REQUESTS

This Agreement is a public record and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of a record so identified, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action or fails to provide the City with a court order enjoining release of records by the end of the 10 business days, the City will release the record(s) deemed by the City to be subject to release. The City is not liable to the Contractor for inadvertently releasing records pursuant to a public records request when records are not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET."

4. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, Contractor and Contractor's employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental, or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies, but is not limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision is grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements or contracts with the City. The Contractor, will, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor shall complete and return the Statement of Compliance with Nondiscrimination attached as Exhibit C. If the contract amount is \$50,000 or more, the Contractor shall execute and is bound by the attached Equal Benefits Declaration - Exhibit D.

5. INDEMNIFICATION/INSURANCE REQUIREMENTS

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder is only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section survive the expiration or termination of this Agreement.

B. Insurance Term. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the Agreement does not limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they must be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City must be excess of the Contractor's insurance and does not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. All certificates of Insurance and any related insurance documents shall be delivered to the City of Olympia by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as the City may specify in writing:

US Mail: City of Olympia
Attn: Heather Reed
PO Box 1967
Olympia, WA 98507-1967
hreed@ci.olympia.wa.us

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

K. City's Full Access to Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City is insured for the full available limits of Commercial General and

Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

6. SUBCONTRACTORS

The Contractor shall include all subcontractors as insureds under its policies, or upon request from the City, shall furnish separate certificates of insurance and policy endorsements, meeting the above insurance requirements, for its subcontractor(s). Contractor is responsible for subcontractors' compliance with the above insurance requirements.

7. TERMINATION FOR NON-APPROPRIATION

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City is not obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

8. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement and the listed Exhibits constitute the entire agreement of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements are effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal in no way affects or invalidates any other provision of this Agreement and such other provisions remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith is inoperative and null and void insofar as it may be in conflict therewith, and is modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City has the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

1. If the Contractor desires to assign this Agreement or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder is subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party is entitled to its reasonable attorneys' fees, costs, and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence does not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement is governed by and must be interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties must be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail must be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and do not modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but are cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity may be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this Agreement must be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

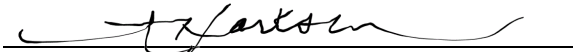
R. Early Retirement from the State of Washington- Certification. By signing this form, the signatory certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____

Steven J. Burney
City Manager
City of Olympia
PO Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:



Deputy City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Contractor.

CLARY LONGVIEW LLC DBA BUD CLARY FORD

By: Marie Tellinghiusen _____

Marie Tellinghiusen, Government Contracts Manager
700 7th Avenue
Longview WA 98632
Phone: 360-423-4321, Ext 7187
Date of Signature: 08/05/2024 _____

EXHIBIT A

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

COLUMBIA FORD, INC

FORD LINCOLN HYUNDAI

Dated January 5, 2017

MASTER CONTRACT

No. 05916

MOTOR VEHICLES

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

RECITALS

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

AGREEMENT

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

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

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

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

6. CONTRACT MANAGEMENT.

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

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

Enterprise Services

Attn: Philip Saunders
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-7962
Email: Philip.Saunders@des.wa.gov

Contractor

Attn: Marie Tellinghiusen
Columbia Ford, Inc
Columbia Ford Lincoln Hyundai
700 7th Avenue
Longview, WA 98632
Tel: (360)-423-4321
Email: mariet@colford.com

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

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

to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

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

Contractor

Attn: Marie Tellinghiusen
Columbia Ford, Inc
Columbia Ford Lincoln Hyundai
700 7th Avenue
Longview, WA 98632
Email: mariet@colford.com

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

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

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

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

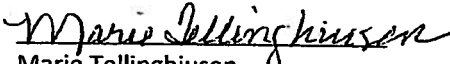
- 13.21. CAPTIONS & HEADINGS. The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 13.22. ELECTRONIC SIGNATURES.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

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

COLUMBIA FORD LINCOLN HYUNDAI

By: 
Philip Saunders
Its: Contract Specialist

By: 
Marie Tellinghiusen
Its: Government Contracts Manager

*Procurement
Supervisor
1/5/2017*

EXHIBIT A-1

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	05916
Bud Clary Chevrolet Inc. 1030 Commerce Ave. Longview, WA 98632	Amendment No.:	1
	Effective Date:	April 1, 2017

**VENDOR MANAGEMENT FEE INCREASE AMENDMENT
TO
CONTRACT NO. 05916
MOTOR VEHICLES**

This Vendor Management Fee Increase Amendment ("Amendment") to Contract No. 05916 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Bud Clary Chevrolet Inc., a Washington Corporation ("Contractor") and is effective as of April 1, 2017.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05916 dated effective as of January 5, 2017 ("Contract").
- B. The Parties have not previously amended the Contract.
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after April 1, 2017. Contract purchases made prior to April 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after April 1, 2017 will be subject to the VMF set forth in this amendment.
- D. The amendment set forth herein is within the scope of the Contract.
- E. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **VENDOR MANAGEMENT FEE.** Section 7.2 of the Contract is hereby amended by deleting the existing Section in its entirety and inserting the following in lieu thereof:

Section 7.2 - **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.00 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

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

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0100.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

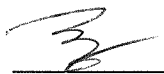
- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one

counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

BUD CLARY CHEVROLET INC.
A WASHINGTON CORPORATION

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: BRYCE CLARY
Title: OWNER
Date: 3/13/17

By: _____
Name: Philip Saunders
Title: Contract Specialist
Date: _____

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Bud Clary Chevrolet, Inc.
1030 Commerce Ave.
Longview, WA 98632

**SECOND AMENDMENT
TO
CONTRACT NO. 05916
MOTOR VEHICLES**

This Second Amendment ("Amendment") to Contract No. 05916 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Bud Clary Chevrolet, Inc., a Washington Corporation ("Contractor") and is dated as of February 10, 2020.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 05916 for Motor Vehicles dated effective as of January 5, 2017 ("Contract").
- B. The Parties previously amended the Contract one (1) time.
 - a. 05916a01 – Increase of Vendor Management Fee - April 1, 2017.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

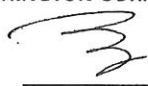
- 1. **TERM.** The Contract term is amended to extend the term twelve (12) months, ending January 1, 2022.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
- 3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully

authorized and approved, and that no further approvals or consents are required to bind such party.


5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

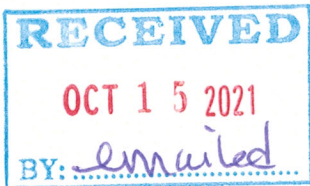
BUD CLARY CHEVROLET, INC.,
A WASHINGTON CORPORATION

By: 
Name: Bryce Clary
Title: President
Date: 2/14/20

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Chad Irwin
Title: Procurement Supervisor
Date: 2/15/20

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	05916
Bud Clary Chevrolet Inc. dba Bud Clary Auto Dealerships 1030 Commerce Ave. Longview, WA 98632	Amendment No.:	3
	Effective Date:	Date of Signature



to Donna @ S:Swam

THIRD AMENDMENT
TO
MASTER CONTRACT NO. 05916
MOTOR VEHICLES

This Third Amendment ("Amendment") to Master Contract No. 05916 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Bud Clary Chevrolet, Inc. dba Bud Clary Auto Dealerships, a Washington Corporation ("Contractor") and is effective on date of signature.

R E C I T A L S

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Master Contract No. 05916 dated effective as of January 05, 2017 ("Master Contract").
- D. The Parties previously amended the Master Contract (2) Times.
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension – January 1, 2022
- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly

tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.

F. The amendment set forth herein is within the scope of the Master Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:


TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning October 12th, 2021, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
- (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

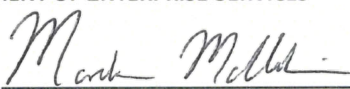
- (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
 - (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Bud Clary Chevrolet Inc. dba Bud Clary Auto Dealerships, a Washington Corporation

By: 
 Name: Becky Davis
 Title: Fleet Manager
 Date: October 14, 2021

STATE OF WASHINGTON
 DEPARTMENT OF ENTERPRISE SERVICES

By: 
 Name: Mark McClurkin
 Title: Contract Specialist 3
 Date: 11/1, 2021

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	05916
Bud Clary Chevrolet Inc. dba Bud Clary Auto Dealerships 1030 Commerce Ave. Longview, WA 98632	Amendment No.:	4
	Effective Date:	Date of Signature

**FOURTH AMENDMENT
TO
MASTER CONTRACT NO. 05916
MOTOR VEHICLES**

This Fourth Amendment (“Amendment”) to Master Contract No. 05916 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Bud Clary Chevrolet, Inc. dba Bud Clary Auto Dealerships, a Washington Corporation (“Contractor”) and is effective on date of signature.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 05916 dated effective as of January 05, 2017 (“Master Contract”).
- D. The Parties previously amended the Master Contract (3) Times.
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension – January 1, 2022
 - c. 05916a03 – Temporary Price Adjustment – October 12, 2021

- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- F. The amendment set forth herein is within the scope of the Master Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

- 1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning date of signature, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:


- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
- (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

- (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
- (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.

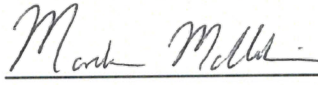
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

Bud Clary Chevrolet Inc. dba Bud Clary Auto Dealerships, a Washington Corporation

By: 
 Name: Becky Davis
 Title: Fleet Manager
 Date: April 30, 2022

STATE OF WASHINGTON
 DEPARTMENT OF ENTERPRISE SERVICES

By: 
 Name: Mark McClurkin
 Title: Contract Specialist 3
 Date: April 25th, 2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	MASTER CONTRACT AMENDMENT	
	Master Contract No.:	05916
Bud Clary Chevrolet Inc. dba Bud Clary Auto Dealerships 1030 Commerce Ave. Longview, WA 98632	Amendment No.:	5
	Effective Date:	November 1,2022

**FIFTH AMENDMENT
TO
MASTER CONTRACT NO. 05916
MOTOR VEHICLES**

This Fifth Amendment (“Amendment”) to Master Contract No. 05916 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Bud Clary Chevrolet, Inc. dba Bud Clary Auto Dealerships, a Washington Corporation (“Contractor”) and is effective on November 1,2022.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods/services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. To provide a cost-effective and efficient procurement solution for state agencies and other eligible purchasers, Enterprise Services typically develops multi-year Master Contracts. Such Master Contracts establish pricing and, where appropriate, price adjustments over the term of the Master Contract.
- C. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Master Contract No. 05916 dated effective as of January 05, 2017 (“Master Contract”).
- D. The Parties previously amended the Master Contract (4) Times.
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension – January 1, 2022
 - c. 05916a03 – Temporary Price Adjustment – October 12, 2021
 - d. 05916a04- Temporary Price Adjustment- April 1, 2022

- E. Enterprise Services and Contractor are witnessing unanticipated costs increases pertaining to certain raw materials, components, and logistical supply constraints that are unexpectedly tensioning pricing pertaining to this Master Contract. Accordingly, the Parties now desire to amend the Master Contract to address certain unanticipated cost increases and provide temporary an equitable, temporary price adjustment consistent with the purpose of this Master Contract.
- F. The amendment set forth herein is within the scope of the Master Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

- 1. TEMPORARY PRICE ADJUSTMENT. The Master Contract is amended to add the following provision:

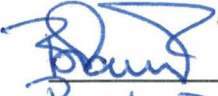
TEMPORARY PRICE ADJUSTMENT. Notwithstanding any provision to the contrary, beginning date of signature, upon written request by Contractor, Enterprise Services will review, evaluate, and, as appropriate in its sole determination, approve temporary price adjustments pertaining to Master Contract goods/services impacted by unexpected costs that are beyond the Master Contract's applicable price adjustment procedures, if any; *Provided*, however, that:

- (a) Contractor must request such temporary price adjustment in writing and set forth the unexpected costs that are adversely impacting Contractor's specific Master Contract goods/services;
- (b) The unexpected costs must be unanticipated, beyond the reasonable control of Contractor, and impacting Contractor's industry/market segment (if the unexpected costs only are impacting Contractor and not its competitors, there will be no temporary price adjustment);
- (c) The unexpected costs must not be part of any other price adjustment (e.g., a PPI inflation adjustment) allowed or provided by the Master Contract and, if granted by Enterprise Services, the impact of any temporary price adjustment will be considered by Enterprise Services and factored into any other price adjustments as allowed or provided by the Master Contract;
- (d) Contractor must propose to Enterprise Services a reasonable, temporary price adjustment that, based on a material input percentage basis (or similar appropriate metric) for the goods/services equitably aligns Master Contract prices for impacted goods/services with the Master Contract's allocation of risk/return (e.g., Contractor's margin);
- (e) Contractor must document to Enterprise Services that Contractor already has implemented equivalent or greater price adjustments for Contractor's goods/services to other non-affiliated customers outside of the Master Contract based on the unexpected costs identified to Enterprise Services;
- (f) Contractor, acting in good faith, also must evaluate and, as appropriate, propose temporary price adjustments if costs for Contractor's Master Contract goods/services have unexpectedly decreased;
- (g) Enterprise Services, acting in good faith, will have sole discretion to approve the scope, amount, and duration of any temporary price adjustment;

- (h) Any such temporary price adjustment will be temporary and will include a stated period that will not exceed 180 days (Contractor, if circumstances warrant, may seek a subsequent temporary price adjustment); and
 - (i) Unless and until a temporary price adjustment is approved in writing by Enterprise Services, Contractor will not adjust Master Contract prices.
 - (j) This temporary price adjustment allows Contractors to apply temporary price adjustments/increases to individual CARS orders. The pricing on Master Contract 05916 will not be increased in its entirety, but only if deemed necessary to complete an individual/specific CARS order and must be first approved by Purchaser before acceptance. Purchasers must evaluate the revised pricing from Contractor, and may cancel their orders without penalty if the revised pricing is not in their best interest. Once price adjustments are approved by the Purchaser, Contractors will then revise their CARS order by adding a line-item option which includes details of items affected by this price increase.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.
 3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
 4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
 5. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
 6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**Bud Clary Chevrolet Inc. dba Bud Clary Auto
Dealerships, a Washington Corporation**

By: 
Name: Becky Davis
Title: Fleet Mgr.
Date: October 20, 2022

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Kelli Carmony
Title: Procurement Supervisor
Date: October 25, 2022

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	05916
Bud Clary Chevrolet Inc 1030 Commerce Ave, Longview, WA 98632	Amendment No.:	6
	Effective Date:	February 13,2023

SIXTH AMENDMENT
TO
MASTER CONTRACT NO. 05916
MOTOR VEHICLES

This Sixth Amendment (“Amendment”) to Contract No. 04218 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and Bud Clary Chevrolet, Inc, a Washington corporation (“Contractor”) and is effective on February 13,2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 05916 for Motor Vehicles dated effective as of January 05,2017 (“Contract”).
- B. The Parties previously amended the Master Contract 05916 as follows:
 - a. 05916a01- Increase of Vendor Management Fee – April 01,2017
 - b. 05916a02- Term Extension – January 1,2022
 - c. 05916a03 -Temporary Price Adjustment – October 12, 2021
 - d. 05916a04- Temporary Price Adjustment – April 1, 2022
 - e. 05916a05- Temporary Price Adjustment)- November 1,2022.
- C. The Parties desire to amend the Contract to extend the term. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

- 1. **ADDING ADDITIONAL MODELS:** As a result of the limited availability of all vehicle types in the current automotive market, and because Washington State agencies need to comply with Executive Order 20-01, DES will modify the scope of this contract as allowed per section 3.2 to add Electric

Volkswagen vehicles and Chevy Silverado EV. These additional vehicles are identified in RED, in the table of included vehicles on this contract below.

Police Vehicles	Automobiles	Automobiles (Hybrid, Electric,	Vans	Sport Utility Vehicles	Light Duty Pickup Trucks (Class 1/2/3)	Chassis Cab and Cutaway Trucks (Class 3/4/5/6)
Police Pursuit Automobile, Marked (Unmarked option)	Sub-Compact	Mid-Sized, Hybrid	Full Size	2WD, Small	2WD: Class 1 GVWR of 0 to 6,000 pounds (0 to 2,722kg)	Chassis Cab and Cutaway Trucks, 2WD: Class 3 GVWR of 10,001 to 14,000 pounds (4,536 to 6,350 kg)
Police Automobiles, SSV Non-Pursuit	Compact	Large, Hybrid	Cargo, Mini	2WD, Mid-Size	2WD: Class 2 GVWR of 6,001 to 10,000 pounds (2,722 to 4,536 kg)	Chassis Cab and Cutaway Trucks, 2WD: Class 4 GVWR of 0 to 6,000 pounds (0 to 2,722kg)
Police/Special Service Sport Utility Vehicle Large, 2WD	Midsize	Compact, Electric Vehicle	Cargo, Full Size	2WD, Large	2WD: Class 3 GVWR of 10,001 to 14,000 pounds (4,536 to 6,350 kg)	
Police/Pursuit Rated Sport Utility Vehicle Large, 2WD	Large			Compact-size- Volkswagen E813MN	Class 2 GVWR of 6,001 to 10,000 pounds (2,722 to 4,536 kg) Silverado EV Crew Cab e4WD Truck 3WT	
Law Enforcement SSV Truck				Mid-Size Volkswagen CA23NZ		
				subcompact-Size Volkswagen		

				CL12RZ		
				Compact- Size- Volkswagen BJ22VS		

2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.


4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

BUD CLARY CHEVROLET INC, A WASHINGTON CORPORATION

By: 

Name: Bud Clary

Title: President

Date: 2/1/22

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Kelli Carmony

Title: Procurement Supervisor

Date: 2/1/23

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
Bud Clary Chevrolet Inc 1030 Commerce Ave, Longview, WA 98632

CONTRACT	AMENDMENT
Contract No.	05916
Amendment No.	7
Effective Date	May 19, 2023

**SEVENTH AMENDMENT
TO
STATEWIDE CONTRACT NO.05916
MOTOR VEHICLES**

This Seventh Amendment ("Amendment") to Contract No.05916 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Bud Clary Chevrolet Inc, a Washington Corporation ("Contractor") and is dated as of May 19, 2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.05916 for Motor Vehicles dated effective as of January 05, 2017 ("Contract").
- B. The Parties previously amended the Master Contract 05916 as follows:
 - a. 05916a01- Increase of Vendor Management Fee - April 01, 2017
 - b. 05916a02 - Term extension - January 1, 2022
 - c. 05916a03 - Temporary Price Adjustment - October 12, 2021
 - d. 05916a04- Temporary Price Adjustment- April 1, 2022
 - e. 05916a05- Temporary Price Adjustment- November 1, 2022
 - f. 05916a06- Adding Additional Models- February 1, 2023
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. The contract is hereby amended by deleting the existing 5.2 DELIVERY REQUIREMENTS (a, b, and f) in its entirety and inserting the following in lieu thereof:

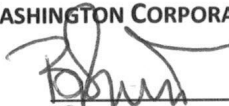
DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- a. Contractor shall make all deliveries to Purchaser's official business location or, upon Purchaser request, a designated automotive upfitter business location (for designated upfitting for vehicle by Purchaser). All deliveries shall require signature from purchaser's authorized representative with an official identification card. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
 - b. Contractor shall ship all goods and /or services purchased pursuant to this Master Contract, freight charges prepaid by contractor, FOB Purchaser's specified official business location/address with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - c. Contractor shall make best efforts to deliver equipment not in stock or unavailable from manufacturer at time of order within one hundred twenty (120) calendar days after receipt of order.
 - d. Delivery of the awarded new, unused vehicles is defined as receipt of the awarded new vehicle at the Purchaser's place of business or, upon Purchaser request, designated automotive upfitter's business location or at the Contractor's place of business. Contractor shall notify Purchaser at the phone number listed in the Purchase Order a minimum of forty-eight (48) hours notice prior to vehicle delivery. This is to ensure that a Purchaser-authorized employee is available to sign and date the delivery document and to indicate that Purchaser has received delivery of the vehicle.
 - e. Deliveries must NOT be delivered to a residential address and deliveries shall be received between 8:00am and 3:00pm (Customer's local time) on Purchaser normal business days, unless extended receiving hours are approved by Purchaser. Purchaser will not accept any responsibility for vehicle that has been delivered to or left at a Purchaser facility, unless a designated authorized employee has signed and dated the bill of lading or other delivery documents indicating Purchaser has received delivery of the vehicle. Once notified by contractor, Purchaser will have seventy-two (72) hours to receive vehicle at the official business location/address signed by purchaser's authorized representative.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**BUD CLARY CHEVROLET INC
A WASHINGTON CORPORATION**

By: 
 Name: Betsy Davis
 Title: Fleet Mgr.
 Date: 5-11-23

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
 Name: Kelli Carmony
 Title: Procurement Supervisor
 Date: 5/16/23

EXHIBIT B
Bud Clary Chevrolet, Inc.
Quote # 2024-6-182

Organization Information		Return to Org Requests	
Contract #:	05916 - Motor Vehicles	Quote #:	2024-6-182
Status:	Submitted To Dealer	Submit Date:	07-19-2024
Organization:	23403 - CITY OF OLYMPIA - 23403	Order Date:	
Order Contact:	Jaime Mastache	Expected Delivery Date:	
Contact Phone:	360.709.2782	Delivery Date:	
Contact Email:	jmastach@ci.olympia.wa.us	Cancel Date:	
		Organization Reference #:	Additions
Dealer:	Bud Clary Ford/Hyundai - W403	Organization PO #:	
Dealer Address:		Dealer Contact:	Marie Tellinghusen
		Dealer Phone:	(360) 423-4321 Ext: 10945
		Dealer Email:	ford.orders@budclary.com
Internal Notes:	Please submit purchase request. Dealer will add upfit package ***Vehicles are 2024MY		
Comments To Dealer:	Please do not install ready for the road package, leave loose in vehicle, thank you.		
Dealer Reference #:	24-0765 U249-multi stk		
Dealer Comments:	Please send a copy of your PO. Vehicles #s U249-50, U266-67, U269, U271-75, U279-80. 07/19/24 Added Setina upfit options - SHIP PARTS LOOSE IN VEHICLE. ***VEHICLE IS 2024 MODLE YEAR - factory options price protected to 2023MY.		

Color Options

Color Name	Quantity
Agate Black (UM)	12
Tax Exempt: N	

Vehicle Options

Order Code	Order Code Description	Qty	Unit Price	Ext. Price
2023-0521-001	2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A)	12	\$42,898.00	\$514,776.00
2023-0521-003	INFORMATION ONLY: Bud Clary Ford offers a \$300 prompt payment discount if payment is remitted within 20 days of vehicle delivery.	12	\$0.00	\$0.00

2023-0521-004	<p>INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. \$500 cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. \$750 cancellation fee if vehicle has been delivered to customer and must be picked up by dealer and re-stocked into inventory. Absolutely NO cancellation if customer has licensed/registered vehicle. Upfits/Equipment ordered for vans, trucks, chassis cabs and police/fire vehicles will have a 10-30% re-stocking fee; custom bodies cannot be cancelled.</p>	12	\$0.00	\$0.00
2023-0521-010	<p>2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV, 3.3L V6 Direct-Injection FFV (285 HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM) (136-MPH Top Speed), 10-Speed Automatic Police-Calibrated Transmission (Column Shifter), 255/60R 18 All-Season BSW Tires, HD Steel Wheels, HD 80-Amp 730CCA Battery, HD 250 Amp Alternator, 21.4 Gallon Fuel Tank, 3.73 Axle Ratio, 6465# GVWR, 1670# Payload, 5000# Towing Capacity, 7.6in Ground Clearance (K8A/500A/87R/TT96) THIS IS THE BASE VEHICLE -- Please review standard specs to view complete description.</p>	12	\$0.00	\$0.00
2023-0521-013	<p>Ready for the Road Package. [Includes contents of Front Headlamp Lighting Solution #66A, Tail Lamp Lighting Solution #66B, Rear Lighting Solution #66C; Pre-wiring for grille LED lights, siren and speaker #60A, 100 Watt Siren/Speaker #18X, Rear console Plate #85R, Hidden Door-Lock Plunger/Rear Door Handles/Rear Windows Inoperable #52P; PLUS: Grille Linear LED Lights (Red/Blue) and harness; Whelen Cencom Light Controller Head with dimmable backlight; Whelen Cencom Relay Center/Siren/Amp with Traffic Advisor control mounted behind 2nd row seat; Light controller/relay cencom wiring (wiring harness) with additional input/output pigtailed; high current pigtail; Whelan Specific WECAN cable (console to cargo area) connects Cencom to Control Head] (Not</p>	12	\$3,582.00	\$42,984.00

	available with Ultimate Wiring Package #67U or Interior Upgrade Package #65U) (67H)			
2023-0521-021	Side Marker LED, Sideview Mirrors (Driver side - Red / Passenger side - Blue) (Located on backside of exterior mirror housing) (LED lights only. Wiring and controller are not included.) (Must also order Pre-wiring for grille lamp, siren and speaker #60A) (63B)	12	\$289.00	\$3,468.00
2023-0521-030	Noise Suppression Bonds (Ground Straps)(60R)	12	\$100.00	\$1,200.00
2023-0521-032	Switchable Red/White Lighting in Cargo Area (deletes 3rd row map light) (17T)	12	\$50.00	\$600.00
2023-0521-034	Dark Car Feature (courtesy lamp disable when any door is opened) (Not available with Daytime Running Lights #942) (43D)	12	\$25.00	\$300.00
2023-0521-035	Police Engine Idle Feature (when activated, allows the key to be removed from ignition while vehicle remains idling, which allows driver to leave the engine running and prevents vehicle from unauthorized use when driver is outside of the vehicle) (47A)	12	\$259.00	\$3,108.00
2023-0521-038	Heated Sideview Mirrors (included with BLIS #55B)(549)	12	\$60.00	\$720.00
2023-0521-042	Rearview Camera, Alternative (video will be displayed in 4in center stack instead of in rearview mirror)(D87R)(No Charge)	12	\$0.00	\$0.00
2023-0521-043	Rearview Camera On-Demand (allows driver to enable rear camera on demand, includes 10-second timer) (19V)	12	\$230.00	\$2,760.00
2023-0521-049	Remote Keyless Entry with Four (4) FOBS/Transmitters (includes Liftgate Release Button) (Does not include Keyless Entry Door Keypad) (If ordered with Fleet Keyed Alike option, fobs are unique and are not fobbed-alike) (55F)	12	\$339.00	\$4,068.00
2023-0521-055	Spot Lamps, LED Bulbs, Dual (Whelen) (51V)	12	\$663.00	\$7,956.00
2023-0521-058	Wheel covers (18in full face wheel covers) (65L)	12	\$60.00	\$720.00
2023-0521-066	Auxiliary Air-Conditioning (can now be ordered with Cargo Storage Vault #63V) (17A)	12	\$608.00	\$7,296.00

2023-0521-073	H8 AGM Battery Upgrade (900 CCA / 92-Amp) (19K)	12	\$109.00	\$1,308.00
2023-0521-074	OBD-II Split Connector (Allows up to 2 devices to be connected to the vehicle OBD-II port (61B)	12	\$55.00	\$660.00
2023-0521-202	Fire Extinguisher, 2.5# Dry Chemical ABC Rated w/ Mounting Bracket, uninstalled (DLR)	12	\$43.00	\$516.00
2023-0521-203	Flare Kit, 3 Piece Triangle with Storage Box for Roadside Emergency Use, uninstalled (DLR)	12	\$57.00	\$684.00
2023-0521-206	Mud Flaps, OEM molded (set of 4) (DLR)	12	\$175.00	\$2,100.00
2023-0521-249	Stock Vehicle Upcharge (Call dealer for availability) Delivery within 14 days when available (DLR)	12	\$250.00	\$3,000.00
2023-0521-952	SETINA UPFIT PACKAGE: Setina - PB5 HD Fender Wraps, Aluminum (PIT Bars) (DLR) (SET100) \$594.00, Setina - PB450L4 Lighted Push Bumper, Aluminum, includes Mar Pad (ION Trio Red/Blue/White lights, programmable) (DLR) (SET125) \$1,146.00, Setina - 10VSRP Front Partition with Lower Center Recess Panel, Horizontal Polycarbonate Sliding Window (DLR) (SET201) \$1,162.00, Setina - Front Partition XL Upgrade with center and side recess panel (DLR) (SET202) \$0.00, Setina - Double Weapon Mount with Small and Universal XL (DLR) (SET230) \$442.00, Setina HD TPO Full Replacement Rear Prisoner Transport Seat (includes Center-Originating Seat Belts with Docking Buckles on front partition) (Factory seat shipped loose in cargo area) (DLR) (SET300) \$1,176.00, Setina - 2nd Row Window Barriers, Steel Bars (DLR) (SET322) \$304.00, Setina -12VS Rear Partition, Polycarbonate panel (DLR) (SET400) \$849.00	12	\$5,932.00	\$71,184.00

Request Totals

Total Vehicles:	12
Sub Total:	\$669,408.00
8.4 % Sales Tax:	\$56,230.27
Request Total:	\$725,638.27

Vehicle: 2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV (K8A/500A) 2023-0521-001

Contract #: 05916 - Police Vehicles

Dealer: Bud Clary Ford/Hyundai

Vehicle Standard Specifications And Additional Information

Specification Description	Specification
2023 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV	K8A
Trim Level: Police Standard - 500A	500A
Engine: 3.3L V6 Direct-Injection FFV (136MPH Top Speed) (Hybrid option available to order)	99B
Transmission: 10-Speed Automatic Police-Calibrated Transmission (Column Shifter)	44U
Horsepower/Torque: 285HP @ 6500 RPM, 260 lb.-ft. Torque @ 3000 RPM (2021MY)	STANDARD
GVWR: 6465# (2021MY)	STANDARD
Exterior Key Locks: Driver, Front Passenger and Liftgate (4 Keys, non-chipped) (Remote Keyless Entry is optional)	STANDARD
Full-Size Spare Tire with TPMS	STANDARD
Tires & Wheels: 255/60R 18 All-Season BSW Tires; HD Steel Wheels, painted black, vented with center cap, 18in x 8.0	STANDARD
Seating configuration: Front Cloth Buckets (built-in steel intrusion plates in front seat backs), 6-Way Power Adjustable Drivers Seat with Manual Lumbar, Rear Vinyl 35/30/35 Split Bench (manual fold-flat)	TT96
Flooring material: HD Thermoplastic Elastomer	STANDARD
Battery/Charging system: HD 80-Amp 730CCA Battery, HD 250 Amp Alternator	STANDARD
Fuel Tank Capacity Gallons: 21.4 Gallon Fuel Tank	STANDARD
Rear Axle Ratio: 3.73 Axle Ratio	STANDARD
Ground Clearance: 7.6 inches - INFO	STANDARD
Skid Plates: optional	STANDARD
Air Bags: Dual-Stage Driver and Front Passenger, Side Seat, Passenger-Side Knee, Roll Curtain Airbags and Safety Canopy	STANDARD
Fleet deviations from retail: None, Fleet-Only Vehicle - INFO	STANDARD
Heated Sanitization Solution	STANDARD
Class III Trailer Hitch Receiver w/ 5000# maximum tow capacity and (2) recovery hooks; includes Class III Trailer Tow Lighting Package	STANDARD
75-MPH Rear-Impact Crash Tested (the full-size spare tire secured in the factory location is necessary to achieve police-rated 75-mph rear impact crash-test performance attributes)	STANDARD
Exhaust True Dual (down-turned)	STANDARD
Anti-Lock Brakes (ABS) with Traction Control; 4-Wheel HD Disc Brakes with HD Front and Rear Calipers; Large Mass Brake Rotors for high thermal capacity and calipers with large swept area	STANDARD
HD Electric Power-Assist Steering (EPAS)	STANDARD
Cooling System: HD Large, High-Volume Radiator, Engine Oil Cooler and Transmission Oil Cooler	STANDARD
Engine Hour Meter and Engine Idle Hour Meter	STANDARD
Two (2) 50-amp battery ground circuits - power distribution junction block behind 2nd row passenger seat floorboard	STANDARD
Power Pigtail Harness	STANDARD
Two-way radio pre-wire	STANDARD
Headlamps: Automatic, LED Low-and-High-Beam with Front Headlamp/Police Interceptor Housing with LED wig-wag feature (pre-drilled hole for side marker police use, does not include LED strobe; pre-molded side warning LED holes with standard sealed capability, does not include LED installed lights)	STANDARD
LED Tail Lamps	STANDARD
Audio: AM/FM/MP3 Capable/Clock/4 Speakers (Includes Bluetooth interface, 4.2in color LCD screen center-stack smart display)	STANDARD
Ford Telematics (includes Ford modem and complimentary 2-year trial subscription)	STANDARD
Fixed Pedals (Driver Dead Pedal)	STANDARD
Cloth Headliner, Easy to Drop	STANDARD
Rearview Camera with Washer (video displays in rearview electrochromic mirror) (option available to view in center stack)	87R
Power Locks (rear door handles and locks are operable)	STANDARD
Power Windows with One-Touch Up/Down Front Driver and Passenger	STANDARD
Liftgate: Manual 1-piece, fixed glass with door-lock cylinder (liftgate release switch located in overhead console, includes 45-second timeout feature)	STANDARD
Privacy Glass: 2nd Row, Rear Quarter and Liftgate	STANDARD
Acoustic Laminated Windshield	STANDARD
Climate Control: Dual-Zone Electronic Automatic Temperature Control (DEATC)	STANDARD
Glovebox, Locking/non-illuminated	STANDARD
Interior Lighting: 1st row red/white task lighting, 3rd row overhead map light	STANDARD
Power points: 12V in 1st row	STANDARD
Cruise Control, Manual Tilt Steering Wheel with Speed Controls and (4) User-Configurable Latching Switches	STANDARD
Seat Belts, Pretensioner/Energy-Management System w/ Adjustable Height in 1st Row	STANDARD
Tire Pressure Monitoring System (TPMS)(Individual Tire Message Alerts/Readings)	STANDARD

Roof-Mounted Antenna	STANDARD
Recovery Hooks: two (2) in front and trailer bar in rear	STANDARD
Rear Window Defroster, Dual Speed Wiper	STANDARD
Front Speed-Sensitive Intermittent Windshield Wipers	STANDARD
Sun Visors, non-illuminated	STANDARD
SOS Post Crash Alert System	STANDARD
3-Year / 36,000 Miles Bumper-to-Bumper	STANDARD
5-year / 100,000 Miles Powertrain CARE Extended Service Plan (zero deductible)	STANDARD
Exterior Paints (M=Metallic): Oxford White, Agate Black, Vermillion Red, Medium Titanium M, Iconic Silver M, Light Blue M, Sterling Gray M, Silver Grey M, Arizona Beige M, Royal Blue, Blue M, Carbonized Grey, Dark Toreador Red M, Medium Brown M, Dark Blue, Kodiak Brown M, Smokestone M	STANDARD

Exhibit D

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, if applicable.

_____ affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

Failure to implement the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance.

(Signature)

(Date)

Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

Exhibit E

EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Consultant Name

Signature

Name (please print)

Date

Title