

R140997

Quote for Mt Diablo USD to purchase Ford model Transit Van

Capacity: 9 passengers plus driver

March 14, 2024

| | | Bid Option | Per Bus | 4 | |
|------------------------|---|-------------|--|--|--|
| Line Hemitine | Price Calculations | Reference # | | Buses | |
| | based on the South County Support Services Agency Bid #2122-SC11-01 | | \$66,750.00 | | |
| | Additional Approved Options | | | | |
| 2 = 1 | Increase wheelbase to 148" | 2 | \$1,075.00 | | |
| 3= 2 | Upgrade to Transit 350 chassis | 4 | \$4,150.00 | | |
| 4- 3 | Upgrade to medium roof | 5 | \$925.00 | | |
| 57 4 | Change to full battery-electric drive system | 16 | \$32,449.00 | | |
| Votes: 5 Discount 6 | Remove wheelchair lift, lift door and lift accessories | 28 | (\$2,800.00) | | |
| Discount 6 | Remove wheelchair station | 29 | (\$950.00) | | |
| 6- 7 | 3-point Freedman ADA track seat (five @ \$1650 each) | 54 | \$8,250.00 | | |
| 7-8 | Ford mobile charger, Ford Level 2 charger and 3 years Ford Pro Telematics | 54 | Included | | |
| Notes Discount | Dealer Discount | | (\$17,451,86) | | |
| | Sub-total Sub-total | | \$92,397.14 | \$369,588.56 | |
| | Add sales tax | 9.750% | \$8,072.72 | \$32,290.88 | |
| | Total | | \$100,469.86 | \$401,879.44 | |
| 8- | DMV Fee | | \$33.00 | \$132.00 | |
| | CA Tire Fee | | \$7.00 | \$28.00 | |
| · | Total | | \$100,509.86 | \$402,039.44 | |
| Votes: Discount 1= | CA HVIP Funding | | (\$7,500.00) | (\$30,000.00) | |
| | Total | | \$93,009.86 | \$372,039.44 | |
| | Delivery Date | | 45 Days after PO | 45 Days after PO | |
| | * Adjusted for non-taxable special needs equipment | | | | |
| | Total non-taxable items | | \$9,600.00 | | |
| | Municipal lease option with \$1 buyout: (Estimated Budget Numbers: Formal quote will be emailed sepratley with applicable market rates) Three Year Option (annual payments) 6.65% Five Year Option (annual payments) 6.3% Seven Year Option (annual payments) 6.2% | | \$93,009.86 \$33,018.50 \$20,927.22 \$15,718.67 | \$372,039.44 \$132,074.00 \$83,708.88 \$62,874.68 | |





Model 1 Commercial Vehicles, Inc. 14740 Ramona Ave Chino, CA 91710 Phone: (909) 203-4800 Fax: (909) 465-5529 model1.com

BUYER'S ORDER CONTRACT

| Date: | March 14, 2024 | Unit #(s): | TBD | |
|-------------------------|---|-----------------|-----------------------|--|
| Customer Name: | Mt Diablo Unified School District | Ā | W | |
| Contact: | Cristian Lepe & Robert Humphrey | Phone: | 925.825.7440 ext 3705 | |
| Address: | 1490 Gasoline Alley | Fax: | | |
| City, State, Zip: | Concord, CA 94520 | E-Mail: | lepec@mdusd.org | |
| Customer ID: | | Salesperson: | Alexander Ramirez | |
| Ship To Address: | Attn: Cristian Lepe & Robert Humphrey - Mt Diablo Unified School District - 1490 Gasoline Alley | | | |
| Ship To Address Cont'd: | Concord, CA 94520 | | | |
| Ship To Phone: | 925.825.7440 ext 3705 | Ship To Email: | lepec@mdusd.org | |
| Finance Source: | | Contact: | | |
| Address: | | Phone: | i i e e e | |
| City, State, Zip: | | County: | | |
| Description of Vehicle: | Ford Model Transit Van, Piggyback Bio | #2122-SC11-01-B | | |

| VIN #: | | | | |
|---|--|--|--|---|
| Engine Type: | Electric | FOB Terms: | Shippi | ng |
| Number of Passengers: | 9 | Wheelchair Positions: | | |
| Estimated Delivery Date: | 45 Days after PO | Payment Terms: | Net 30 |) |
| | | Unit Price | \$ | 92,312.14 |
| | | Delivery | \$ | 396 |
| Possession State: | CA | Incentive (Non-Taxable) | \$ | 351 |
| | | Rebates (Taxable) | \$ | |
| | | Doc Prep Fee (Taxable) | \$ | 85.00 |
| | | Base Selling Price | \$ | 92,397.14 |
| | | ADA Amount (Non Taxable) | \$ | 9,600.00 |
| | | | \$ | 82,797.14 |
| | | Total Taxable Amount | \$ | 8,072.72 |
| | | Sales Tax * (Estimated) | _ | 0,012.12 |
| | 0.00 | | 1 C | |
| 9.750% | CA - Concord | | \$ | |
| Notes: | | ıt | \$ | • |
| Notes: * The tax and fees reflected on this the time of drafting this contract. I | agreement are based on the regulations applicable the actual amounts due will be based on the | | \$ | • |
| Notes: * The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time t | agreement are based on the regulations applicable the actual amounts due will be based on the title for each vehicle transfer. | DMV Fees* (Estimated) | \$ \$ \$ | |
| Notes: * The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time t | agreement are based on the regulations applicable the actual amounts due will be based on the | DMV Fees* (Estimated) DMV Electronic Filing Fee | \$ \$ \$ | 33.00 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the site for each vehicle transfer. Sed on the location in which the customer registers the signed over to Model 1 Commercial Vehicles, Inc. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee | \$ \$ \$ \$ | 33.00 7.00 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the little for each vehicle transfer. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee Fees Sub-Total | \$ \$ \$ \$ \$ | 33.00 7.00 40.00 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the site for each vehicle transfer. Sed on the location in which the customer registers the signed over to Model 1 Commercial Vehicles, Inc. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee | \$ \$ \$ \$ | 33.00 7.00 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the site for each vehicle transfer. Sed on the location in which the customer registers the signed over to Model 1 Commercial Vehicles, Inc. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee Fees Sub-Total | \$ \$ \$ \$ \$ | 33.00 7.00 40.00 100,509.86 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the site for each vehicle transfer. Sed on the location in which the customer registers the signed over to Model 1 Commercial Vehicles, Inc. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee Fees Sub-Total Total Price Per Unit | \$ \$ \$ \$ \$ | 33.00 7.00 40.00 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the site for each vehicle transfer. Sed on the location in which the customer registers the signed over to Model 1 Commercial Vehicles, Inc. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee Fees Sub-Total Total Price Per Unit Quantity | \$ \$ \$ \$ \$ | 33.00 7.00 40.00 100,509.86 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the site for each vehicle transfer. Sed on the location in which the customer registers the signed over to Model 1 Commercial Vehicles, Inc. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee Fees Sub-Total Total Price Per Unit Quantity Contract Total | \$ \$ \$ \$ \$ | 33.00 7.00 40.00 100,509.86 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the site for each vehicle transfer. Sed on the location in which the customer registers the signed over to Model 1 Commercial Vehicles, Inc. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee Fees Sub-Total Total Price Per Unit Quantity Contract Total 0.00 | \$ \$ \$ \$ \$ \$ | 33.00 7.00 40.00 100,509.86 |
| Notes: 'The tax and fees reflected on this the time of drafting this contract. I regulations applicable at the time of Sales tax estimate is calculated base vehicle. All rebates and incentives will be s | a agreement are based on the regulations applicable the actual amounts due will be based on the site for each vehicle transfer. Sed on the location in which the customer registers the signed over to Model 1 Commercial Vehicles, Inc. | DMV Fees* (Estimated) DMV Electronic Filing Fee Tire Fee Fees Sub-Total Total Price Per Unit Quantity Contract Total 0.00 Customer Net Trade | \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | 33.00 7.00 40.00 100,509.86 |

Remit To: PO Box 713176, Chicago, IL 60677-0376

Terms and Conditions:

- 1. <u>DEALER MAKES NO GUARANTE OR WARRANTY, EXPRESS OR IMPLIED.</u> This Vehicle is sold by Dealer "AS-IS" with no Dealer guarantee or warranty, implied or express, Dealer does not affirm or adopt any manufacturer warranties available to this Vehicle or any of its components. <u>DEALER HEREBY DISCLAIMS AND EXCLUDES FROM THIS SALE ALL WARRANTES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS. CUSTOMER ACKNOWLEDGES THIS DISCLAIMER IS MADE IN CAPITALIZED, BOLD AND UNDERLINED FONT AND IS "CONSPICUOUS." Customer understands Dealer does not warrant the year of this Vehicle, the year of the chassis, or the year of any of its component parts, and that the manufacturer(s) of the Vehicle chassis or component is solely responsible for the year assigned to this Vehicle to the extent its year is referenced in the Agreement. If Customer is purchasing a "new" Vehicle as indicated above, Customer acknowledges that "new" means only that the Vehicle has not been previously titled although the Vehicle may have been used in a demo or a show; new does not create any warranty or expectation of value or performance. Customer understands and agrees that if either of Customer or Dealer should breach this Agreement or if Customer institutes any claim arising out of contract or the purchase of the Vehicle, the statute of limitation for any such claim is limited to one (1) year from the date of sale.</u>
- 2. <u>DEPOSIT</u>. If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Customer. If the vehicle(s) is not accepted by the Customer, the vehicle will be available for sale to other customers. The vehicle(s) will not be titled to the Customer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.
- 3. <u>DEALER NOT AGENT OF MANUFACTURER</u>. Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Customer's price will be increased by a like amount. If Customer is dissatisfied with the increase, Customer may cancel this order and Customer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Customer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Customer's vehicle, even if such changes are made prior to delivery of the vehicle.
- 4. <u>DELAYS</u>. Customer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.
- 5. CUSTOMER'S INSPECTION AND ACCEPTANCE OF VEHICLE. Customer understands that damage may have occurred to the vehicle at the manufacturer(s)' factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Customer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Customer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Customer desires and (ii) utilizing and relying solely upon Customer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Customer such that Customer accepts the vehicle in its condition as of the date Customer signs the front page of this Agreement. Customer further acknowledges that Customer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Customer for the Vehicle. Consequently, Customer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Customer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.
- 6. IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED, IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY ORE IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CANCELLY YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.
- 7. TITLE; ODOMETER STATEMENT. Title to the Vehicle will remain with Dealer until the agreed upon purchase price is paid in full in cash or Customer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Customer even though the actual delivery of the Vehicle may be made at a later date. Customer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Customer acknowledges receipt of such Federal Odometer Statement.
- 8. TRADE-IN. If Customer is trading in a vehicle, Customer will give Dealer the original bill of sale or the title to the trade-in. Customer promises that any trade-in which Customer gives in this purchase transaction is owned by Customer free of any lien or other claim except as noted on the other side of this Agreement. Customer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Customer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Customer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Customer warrants that the trade-in is or will be properly titled to Customer and/or Customer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

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- 9. <u>REAPPRAISAL OF TRADE-IN</u>. If Customer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.
- 10. FAILURE TO COMPLETE PURCHASE. Customer agrees to pay the balance owed on the terms and accept delivery of the Vehicle within forty-eight (48) hours after being notified that the Vehicle is ready for delivery. Failure to timely accept delivery by Customer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Customer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Customer shall pay to Dealer the amount paid on Customer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Customer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.
- 11. <u>EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES</u>. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Vehicle, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Customer acknowledges that Customer shall not seek or recover such incidental or consequential damages from Dealer. Customer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.
- 12. NON-DEALER WARRANTY(S) (IF APPLICABLE). Customer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Vehicle, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Customer prior to Customer signing the front side of this Agreement and Customer acknowledges having physically received such written instruments. Customer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Customer has read to Customer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Customer has voluntarily chosen not to read such warranties.
- 13. TAXES, INSURANCE. Customer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Customer assumes responsibility to cover the Vehicle described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Vehicle from the time of delivery. Customer understands that Customer is not covered by insurance on the Vehicle until Customer's insurance company accepts coverage on the Vehicle. Customer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Customer's insurance company accepting coverage on the Vehicle.
- 14. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Customer brings an action based on this Agreement and does not prevail, Customer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.
- 15. WAIVER OF JURY TRIAL; CLASS ACTIONS. Customer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Customer further agrees in connection with this purchase to waive Customer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.
- 16. <u>SEVERABILITY</u>. Customer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.
- 17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Customer and Dealer, and Customer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Customer, became part of the basis of Customer's bargain, or is enforceable by Customer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Customer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Customer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Customer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Customer, are not included in this Agreement, and are not enforceable against Dealer.

| Authorized Customer's Representative | Model 1 Commercial Vehicles, Inc. | |
|--------------------------------------|-----------------------------------|---|
| Signature: | Signature: | |
| Name: Stuphanu Ruberts | Name: | _ |
| Title: DIVELTON PANTAWShyps + NTS | S Title: | _ |
| Date: 3/21/24 | Date: | _ |

APPENDIX E: HVIP VOUCHER REQUEST AND TERMS AND CONDITIONS FORM

| FUNDER + FY YEAR: | |
|---|---------------------------------------|
| FUNDER + F1 TEAR. | |
| DATE RECEIVED: | |
| | |
| Purchaser Information | |
| Primary Contact: Constant Lapi | ē |
| Company Name: MD VSID | Parent Company: |
| Mailing address: 1936 Carrott | 4 |
| City: CUSCURIX | State: CA Zip Code: 94519 |
| Phone: 925-825-7440 | Fax: |
| Primary E-mail: LEPECEMD | osd. ora |
| TIN: 68-0091157 CA#:49 | 482 DExempt DOT#:262684 DExempt |
| CA# Reason for exemption (if applicable): | |
| DOT# Reason for exemption (if applicable | |
| | |
| Vehicle Operator Information | , , , , , , , , , , , , , , , , , , , |
| Operator: MT DIASIO UNIFIED | School DISTRICT |
| Street address: 1936 CALLOTTA | |
| City: COCORD Email: CERC Q MOGD. OV | State: Zip Code: 94519 |
| Email: LEREC Q MOGD. OV | Phone: 925-825-7440 |
| | |
| Dealer Information | |
| Dealer: | Company Name: |
| Street address: | |
| City: | State: Zip Code: |
| Email: | Phone: |
| test 115011 | |
| Vehicle Information | |
| | Vehicle Model Year: |
| Vehicle Manufacturer: | Engine Model Year: |
| Engine: | Executive Order #: |
| Engine Family #: | LAGOULIVE OTGOT #. |
| Vehicle Description: | Preliminary Voucher Amount: |
| GVWR: | Preminary voucher Amount. |
| Number of Vouchers Requested*: | |

* NOTE: The fleet/operator location and vehicle type MUST be the same. If you are purchasing the same vehicle for the same client, but is being used at a different fleet location, you must submit a new Voucher Request.

HVIP Voucher Request and Terms and Conditions Form—Purchaser/Lessee Terms and Conditions

Purchaser/Lessee:

As a condition for participating in the State of California, Air Resources Board (ARB) Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP), purchaser/lessee must comply with the requirements below:

- I have read, understand and agree to all provisions within the HVIP Implementation Manual;
- I agree to register the vehicle in California with the Department of Motor Vehicles (DMV) Military vehicles are not subject to this requirement;
- 3. I agree to allow ARB, CALSTART, or their designee to verify the vehicle registration with the DMV;
- 4. I agree to maintain vehicle insurance as required by law;
- I agree to never modify the vehicle's emission control system, engine, or engine software calibrations;
- I agree to ensure plug-in vehicles purchased with an HVIP voucher, including plug- in hybrid vehicles, plug-in electric vehicles, and aerial boom vehicles with zero- emission power take-off, will be plugged in regularly as recommended by the vehicle manufacturer to ensure battery durability, efficiency, and reliability;
- I understand that I must be in compliance and remain in compliance with all applicable federal, state, and local air quality rules and regulations;
- 8. I agree to own/lease and operate this vehicle 100 percent in California for a minimum of three years from the date of purchase/lease unless: 1) the vehicle is an emergency response vehicle which may be deployed out of state, or 2) the vehicle address identified in this form is in a county which borders Arizona, Nevada, Oregon or Mexico. In these two cases only, the vehicle may operate outside of California for up to 25 percent of its mileage if a written request to do so is included with this voucher request form and the request is approved by ARB, CALSTART, or their designee. Military vehicles are not subject to this requirement;
- I agree to retain ownership/lease of the vehicle for at least three years from the date of purchase/lease, unless given explicit prior written approval to sell the vehicle from ARB;
- 10. I agree to keep written records of the vehicle or low NOx engine purchase/lease for three years after the purchase/lease date and provide ARB or its designee with these records within ten days of their request. These records include but are not limited to the vehicle invoice, proof of purchase, DMV records, vehicle payment information and related bank records, and purchaser/lessee fleet information;
- I agree that the purchased/leased vehicle and emission reductions it generates shall not be used as marketable emission reduction credits, to offset any emission reduction obligation of any person or entity;
- 12. I agree to complete the annual usage survey and questionnaire for three years,

- as requested by ARB. Military vehicles are not subject to this requirement;
- 13. I agree to the Manufacturers Terms and Conditions for usage of the vehicle's telematics device. Additionally, I agree to allow the Manufacturer to have access to the vehicle location and on/off data so the Manufacturer can report to ARB CALSTART, or their designee the aggregated vehicle operation within disadvantaged communities and zip codes containing disadvantaged communities. Vehicles equipped with low NOx engines, and military vehicles are exempt from this requirement;

14. I agree to be available for a follow-up inspection by the ARB, CALSTART, or their designee, if requested;

- 15. The information provided in this application is true and all supporting documentation is true and correct and meet the minimum requirements of the HVIP:
- 16. I have the legal authority to apply for incentive funding for the purchasing entity described in this agreement;
- 17. I agree that failure to comply with the terms of this agreement may result in repayment to ARB of voucher funds received; and
- 18. I understand that ARB reserves all rights and remedies available under the law to enforce the terms of this agreement.

| acknowledge that I have read an | quest and Terms and Conditions Form, d understand, and agree to be bound i | by, the |
|-------------------------------------|---|------------|
| terms and conditions as outlined | above. | |
| I certify under penalty of perjury | that the information provided is accura | te. |
| Name of Vehicle or Low NOx Engir | ne Purchaser/Lessee | |
| Cinneture of Vahiala Burahasar/l as | ssee:Dat | te 3/15/20 |
| Signature of Vehicle Purchaser/Les | | |

HVIP Voucher Request and Terms and Conditions Form – Dealer Terms and Conditions

Dealer:

- 1. I have read, understand and agree to all provisions within the HVIP Implementation Manual;
- 2. The vehicle and vehicle order information identified on this form are true and
- 3. I understand that this HVIP voucher request is only valid for this specific

vehicle or low NOx engine purchaser/lessee and vehicle, and that any voucher provided based on this voucher request will be null and void if the purchaser/lessee and vehicle identified herein change prior to voucher redemption or for noncompliance with applicable HVIP requirements;

- 4. I have the legal authority to participate in the HVIP for the Dealer described in this agreement;
- 5. I understand that ARB reserves all rights and remedies available under the law to enforce the terms of this agreement.

| By signing the HVIP Voucher Request and Terms and Conditions Form, I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined above. |
|---|
| I certify under penalty of perjury that the information provided is accurate. |
| Name of Dealer Representative: |
| Signature of Representative: |
| Date: |
| City: State: |
| |

PLEASE RETURN SIGNED DOCUMENTS TO:

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