

VILLAGE OF GRAYSLAKE ("OWNER")

BID/CONTRACT

FOR THE

2017 POLICE VEHICLE PURCHASE

Full Name of Bidder Liberty Auto City
Principal Office Address 1000 E. Park Ave Libertyville, IL 60048
Local Office Address 1000 E. Park Ave Libertyville, IL 60048
Contact Person Ted Roman Telephone (847) 362-3800

TO: **VILLAGE OF GRAYSLAKE
10 SOUTH SEYMOUR AVENUE
GRAYSLAKE, IL 60030
ATTN: MICHAEL J. ELLIS, VILLAGE MANAGER**

1. EQUIPMENT PROPOSAL

- A. **Contract and Equipment** If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall provide, in the manner specified and described, and upon the terms and conditions set forth in this Proposal/Contract, and Owner's written notification of acceptance in the form included in this bound set of documents ("Proposal Documents"), all of the following, all of which is herein referred to as the "Equipment":
- B. **Performance Standards** If this Proposal/Contract is accepted, Bidder proposes, and agrees, that all Equipment shall be fully provided in accordance with the specifications attached hereto and by this reference made a part of this Proposal/Contract.
- C. **Inspection/Testing/Rejection** Owner shall have the right to inspect all or any part of the Equipment and to reject all or any part of the Equipment that is, in Owner's judgment, defective or damaged or that in any way fails to conform strictly to the requirements of this Proposal/Contract and Owner, without limiting its other rights or remedies, may require correction or replacement at Bidder's cost, all or any part of the Equipment that is defective, damaged, or nonconforming and charge Bidder with any excess cost incurred thereby, or cancel all or any part of any order or this Proposal/Contract. Equipment so rejected may be returned or held at Bidder's expense and risk.

CONTRACT PRICE PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall take in full payment for all Equipment and other matters set forth under Section 1 above, including overhead and profits, taxes, contributions, and premiums, the compensation set forth below:

A. SCHEDULE OF PRICES

The Schedule of Prices, found within these Proposal Documents, shall determine the total Contract Price. For providing all Equipment in accordance with the Proposal Documents, the total Contract Price shall be:

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. All prices stated in the Schedule of Prices are firm and shall not be subject to escalation or change;
2. Owner is not subject to state or local sales, use, and excise taxes, that no such taxes are included in the Schedule of Prices, and that all claim or right to claim any additional compensation by reason of the payment of any such tax is hereby waived and released; and
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Equipment are included in the Schedule of Prices.

C. TIME OF PAYMENT

1. **Final Payment.** The Bidder's acceptance of final payment shall constitute a waiver and complete release and discharge of all claims of the Bidder against the Owner and the agents and employees of the Owner under or in connection with the Proposal/Contract.

3. CONTRACT TIME PROPOSAL

If this Proposal/Contract is accepted, Bidder proposes, and agrees, that Bidder shall deliver said Equipment by July 1, 2017.

4. BIDDER'S REPRESENTATIONS AND WARRANTIES

In order to induce Owner to accept this Proposal/Contract, Bidder hereby represents and warrants as follows:

- A. **The Equipment.** The Equipment, and all of its components, shall be of merchantable quality; shall be free from any latent or patent defects and flaws in workmanship, materials, and design; shall strictly conform to the requirements of this Proposal/Contract; and shall be fit, sufficient, and suitable for the purposes expressed in, or reasonably inferred from, this Proposal/Contract and the warranties expressed or implied by law, which are hereby reserved unto Owner.
- B. **Compliance with Laws.** The Equipment, and all of its components, shall be provided in compliance with, and Bidder agrees to be bound by, all applicable federal, state, and local laws, orders, rules, and regulations, as they may be modified or amended from time to time.
- C. **Not Barred.** Bidder is not barred by law from bidding and/or contracting with Owner or with any other unit of state or local government as a result of (I) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax as set forth in 65 ILCS 5/11-42.1-1; or (II) a violation of either Section 33E-3 or Section 33E-4 of Article 33 of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* Additional Certifications may be required at the request of the Owner or a State Agency.
- D. **Qualified.** Bidder has the requisite experience, ability, capital, facilities, plant, organization, and staff to enable Bidder to deliver the Equipment successfully and promptly and to deliver the Equipment within the Contract Price and Contract Time Proposals set forth above.

5. ACKNOWLEDGMENTS

In submitting this Proposal/Contract, Bidder acknowledges and agrees that:

- A. **Reliance.** Owner is relying on all warranties, representations, and statements made by Bidder in this Proposal/Contract.
- B. **Reservation of Rights.** Owner reserves the right to reject any and all proposals, reserves the right to reject the low price proposal, and reserves such other rights as are set forth in the Instructions to Bidders.
- C. **Acceptance.** If this Proposal/Contract is accepted, Bidder shall be bound by each and every term, condition, or provision contained in this Proposal/Contract and in Owner's written notification of acceptance in the form included in this bound set of documents.
- D. **Remedies.** Each of the rights and remedies reserved to Owner in this Proposal/Contract shall be cumulative and additional to any other or further remedies provided in law or equity or in this Proposal/Contract
- E. **Time.** Time is of the essence of this Proposal/Contract and, except where stated otherwise, references in this Proposal/Contract to days shall be construed to refer to calendar days.
- F. **No Waiver.** No examination, inspection, investigation, test, measurement, review, determination, decision, certificate, or approval by Owner, whether before or after Owner's acceptance of this Proposal/Contract; nor any information or data supplied by Owner,

whether before or after Owner's acceptance of this Proposal/Contract; nor any order by Owner for the payment of money; nor any payment for, or use, possession, or acceptance of, the whole or any part of the Work by Owner; nor any extension of time granted by Owner; nor any delay by Owner in exercising any right under this Proposal/Contract; nor any other act or omission of Owner shall constitute or be deemed to be an acceptance of any defective, damaged, or nonconforming Equipment, nor operate to waive or otherwise diminish the effect of any representation or warranty made by Bidder, or of any requirement or provision of this Proposal/Contract; or of any remedy, power, or right of Owner.

- G. **Severability.** The provisions of this Proposal/Contract shall be interpreted when possible to sustain their legality and enforceability as a whole. In the event any provision of this Proposal/Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Proposal/Contract shall be in any way affected thereby.
- H. **Amendments.** No modification, addition, deletion, revision, alteration, or other change to this Proposal/Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Bidder.
- I. **Assignment.** Neither this Proposal/Contract, nor any interest herein, shall be assigned or subcontracted, in whole or in part, by Bidder except upon the prior written consent of Owner.
- J. **Governing Law.** This Proposal/Contract, and the rights of the parties under this Proposal/Contract, shall be interpreted according to the internal laws, but not the conflict of law rules, of the State of Illinois.
- K. The Proposal/Contract is intended to cover the complete Equipment. It is not the intent to give every detail. The Owner will not be responsible for the absences of any detail the Bidder may require. Anything mentioned in the Proposal Documents and not shown on the specifications, or shown on the specifications and not mentioned in the Proposal Documents, shall be of like effect as if shown and mentioned in both. The decision of the Owner as to the proper interpretation of the Proposal Documents shall be final and binding.

Bidder's Status: IL Corporation () Partnership () Individual Proprietor
(State) (State)

Bidder's Name: Liberty Auto City

Doing Business As (if different): _____

Signature of Bidder or Authorized Agent: 

(corporate seal)
(if corporation)

Printed Name: Ted Roman

Title/Position: Commercial Truck Manager

Bidder's Business Address: 1000 E. Park Ave Libertyville, IL 60048

Bidder's Business Telephone: (847) 362-3800 Facsimile: (847) 371-0043

If a Corporation or Partnership, list all Officers or Partners:

NAME	TITLE	ADDRESS
<u>Joe Massarelli</u>	<u>Owner</u>	<u>1000 E Park Ave</u>
		<u>Libertyville, IL</u>
		<u>60048</u>



COMPLETE TABLE AS INDICATED

ITEM	UNIT	QUANTITY	TOTAL
2017 Durango Special Service AWD (WDEE75) – Vehicle Price	EA	1	25,840
2017 Durango Special Service AWD (WDEE75) – Preparation Fee	EA	1	0
2017 Durango Special Service AWD (WDEE75) – Documentation Fee	EA	1	172.15
2017 Charger Police AWD (LDEE48) – Vehicle Price	EA	1	27,929
2017 Charger Police AWD (LDEE48) – Preparation Fee	EA	1	0
2017 Charger Police AWD (LDEE48) – Documentation Fee	EA	1	172.15

TOTAL PURCHASE PRICE (SUM ALL ITEMS ABOVE):

fifty four thousand ^{*one hundred*} *thirteen* Dollars and *thirty* Cents
 (in writing) (in writing)

54,113 Dollars and 30 Cents
 (in figures) (in figures)

LIBERTY CHRYSLER DODGE JEEP RAM
 1000 EAST PARK AVENUE
 LIBERTYVILLE, IL 600482951

Configuration Preview

Date Printed: 2017-03-03 12:16 PM VIN:
 Estimated Ship Date: VON:

Quantity: 1
 Status: BA - Pending order
 FAN 1: 00G23 Grayslake IL Police Department
 FAN 2:
 Client Code:
 Bid Number: TB7063
 PO Number:

Sold to: LIBERTY CHRYSLER DODGE JEEP RAM (23605)
 1000 EAST PARK AVENUE
 LIBERTYVILLE, IL 600482951

Ship to: LIBERTY CHRYSLER DODGE JEEP RAM (23605)
 1000 EAST PARK AVENUE
 LIBERTYVILLE, IL 600482951

Vehicle: 2017 DURANGO SPECIAL SERVICE AWD (WDEE75)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	WDEE75	DURANGO SPECIAL SERVICE AWD	34,195	33,930
Package:	26X	Customer Preferred Package 26X	0	0
	ERC	3.6L V6 24V VVT Engine Upg I w/ESS	0	0
	DFL	8-Spd Auto 845RE Trans (Make)	0	0
Paint/Seat/Trim:	PAU	Granite Metallic Clear Coat	0	0
	APA	Monotone Paint	0	0
	*K7	Cloth Low-Back Bucket Seats	0	0
	-X9	Black	0	0
Options:	4DH	Prepaid Holdback	0	-1,063
	4ES	Delivery Allowance Credit	0	-341
	MAF	Fleet Purchase Incentive	0	-1,055
	YEP	Manuf Statement of Origin	0	0
	XAC	ParkView(TM) Rear Back-up Camera	1,095	975
	TBB	Full Size Spare Tire	150	134
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	151	Zone 51-Chicago	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB7063	Government Incentives	0	-7,750
Discounts:	YG1	7.5 Additional Gallons of Gas	0	15
Destination Fees:			995	995

Total Price: 36,435 25,840

Order Type: Fleet
 Scheduling Priority: 1-Sold Order
 Customer Name:
 Customer Address:
 Instructions: USA

PSP Month/Week:
 Build Priority: 99

\$ + 172.15 Doc Fee

\$ 26,012.15 Total Sell

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

LIBERTY CHRYSLER DODGE JEEP RAM
1000 EAST PARK AVENUE
LIBERTYVILLE, IL 600482951

Configuration Preview

Date Printed: 2017-03-03 12:05 PM **VIN:**
Estimated Ship Date: **VON:**

Quantity: 1
Status: BA - Pending order
FAN 1: 00G23 Grayslake IL Police Department
FAN 2:
Client Code:
Bid Number: TB7063
PO Number:

Sold to: LIBERTY CHRYSLER DODGE JEEP RAM (23605)
 1000 EAST PARK AVENUE
 LIBERTYVILLE, IL 600482951
Ship to: LIBERTY CHRYSLER DODGE JEEP RAM (23605)
 1000 EAST PARK AVENUE
 LIBERTYVILLE, IL 600482951

Vehicle: 2017 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	LDEE48	CHARGER POLICE AWD	36,375	35,498
Package:	29A	Customer Preferred Package 29A	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0	0
	DGJ	5-Speed Auto W5A580 Transmission	0	0
Paint/Seat/Trim:	PAU	Granite Pearl Coat	0	0
	APA	Monotone Paint	0	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0	0
	-X9	Black	0	0
Options:	YEP	Manuf Statement of Origin	0	0
	AFX	Equipment Mounting Bracket	0	0
	TBH	Full Spare Tire Relocation Bracket	145	129
	AYE	Patrol Package Base Prep	2,000	1,780
	AV2	Integrated Display Package	2,240	1,994
	GUK	Power Heated Mirrors w/Man F/Away	60	53
	4DH	Prepaid Holdback	0	-1,260
	AMV	Fleet Park Assist Group	350	312
	4ES	Delivery Allowance Credit	0	-363
	AHM	Convenience Group I	480	427
	MAF	Fleet Purchase Incentive	0	-950
	CKD	Floor Carpet	125	111
	LNF	Black Left Spot Lamp	210	187
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	151	Zone 51-Chicago	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB7063	Government Incentives	0	-11,000
Discounts:	YGF	8 Additional Gallons of Gas	0	16
Destination Fees:			995	995

Total Price: 42,980 27,929

Order Type: Fleet
Scheduling Priority: 1-Sold Order

PSP Month/Week:
Build Priority: 99

+ \$172.15
 Doc fee

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

\$28,101.15 Total Sell

2017 Charger Police AWD (LDEE48)

Vehicle:	Sales Code	Description
Model:	LDEE48	CHARGER POLICE AWD
Package:	29A	Customer Preferred Package 29A
	EZH	5.7 L V8 HEMI MDS VVT Engine
	DGJ	5-Speed Auto W5A580 Transmission
Paint/Seat/Trim:	PAU	Standard Color
	APA	Monotone Paint
	*C8	HD Cloth Bucket & Rear Bench Seats
	-X9	Black
Options:	YEP	Manuf Statement of Origin
	XFX	Equipment Mounting Bracket
	TBH	Full Spare Tire Relocation Bracket
	AYE	Patrol Package Base Prep
	AV2	Integrated Display Package
	GUK	Power Heated Mirrors w/Man F/Away
	AMV	Fleet Park Assist Group
	AHM	Convenience Group 1
	CKD	Floor Carpet
	LNF	Black Left Spot Lamp
	YGF	8 Additional Gallons of Gas

**SPECIAL PROVISIONS GOVERNING THE PURCHASE OF THE FOLLOWING
EQUIPMENT:**

2017 POLICE VEHICLE PURCHASE

These Special Provisions supplement the Contract and describe specific requirements singular to the Equipment under consideration. The Special Provisions set forth the contractual intent as to the matter involved and shall take precedence in the event of conflict.

LOCATION

Village of Grayslake
Police Department
10 S. Seymour Avenue
Grayslake, IL 60030

WORK

The Village of Grayslake is looking to purchase two new police vehicles as described below.

DESCRIPTION OF VEHICLES

2017 Durango Special Service AWD (WDEE75)

Vehicle:	Sales Code	Description
Model:	WDEE75	DURANGO SPECIAL SERVICE AWD
Package:	26X	Customer Preferred Package 26X
	ERC	3.6 L V6 24V VVT Engine Upg 1 w/ESS
	DFL	8-Spd Auto 845RE Trans (Make)
Paint/Seat/Trim:	PAU	Standard Color
	APA	Monotone Paint
	*K7	Cloth Low-Back Bucket Seats
	-X9	Black
Options:	YEP	Manuf Statement of Origin
	XAC	ParkView™ Rear Back-up Camera
	TBB	Full Size Spare Tire
	YG1	7.5 Additional Gallons of Gas

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of the Village of Grayslake ("Owner") this 31st day of March, 2017.

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the delivery of the Equipment and the compensation therefor and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by the Village without further notice of objection and shall be of no effect nor in any circumstances binding upon the Village unless accepted by the Village in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by the Village of any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

VILLAGE OF GRAYSLAKE ("Owner")

43K

By:



Michael J. Ellis

Village Manager

Attest:


Deputy Village Clerk

