



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 12/20/2022

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Deere & Company dba AG & Turf Strategic Accounts Business Division (Headquarters: Cary, NC)

***Project Title/Description:**

Landscape & Utility Vehicles, Trailers, and Equipment.

***Purpose:**

Award: Master Agreement No. MA-PO-23-087. This Master Agreement is for an initial term beginning 12/20/2022 and ending 09/30/2023, with an annual award amount of \$360,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Stadium District- Kino Sports Complex

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 23-078, the Procurement Director approved the use of State of Arizona, Contract No. CTR062307, which was awarded through competitive procedures reasonable similar to those set forth by Pima County Procurement Code.

PRCUID: 466753

Attachment: Cooperative Procurement Agreement.

***Program Goals/Predicted Outcomes:**

To maintain top quality maintenance on all landscape areas throughout Pima County, including athletic fields and other turf areas.

***Public Benefit:**

Will provide high quality maintenance of all landscaped areas.

***Metrics Available to Measure Performance:**

Department will monitor Contractor is dependable and meet specified requirements and ensure contract guidelines are met.

***Retroactive:**

No.

TO: COB 11/22/2022

19 PAGES

VERSION 1

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-087
 Commencement Date: 12/20/2022 Termination Date: 09/30/2023 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount: \$* 360,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: Stadium Ops

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % 0

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? Vendor

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Amendment No.: _____ AMS Version No.: _____
 Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Procurement Officer: Stephen M. Romero Digitally signed by Stephen M. Romero Date: 2022.11.21 10:05:10 -07'00' Division Manager: Troy McMaster Digitally signed by Troy McMaster Date: 2022.11.21 10:13:44 -07'00'
 Department: Acting Procurement Director: Ana Wilber Digitally signed by Ana Wilber Date: 2022.11.21 10:52:53 -07'00' Telephone: 520-724-3021
 Department Director Signature/Date: [Signature] 11-21-22
 Deputy County Administrator Signature/Date: [Signature] 11/22/2022
 County Administrator Signature/Date: [Signature] 11/22/2022
 (Required for Board Agenda/Addendum Items)

Pima County Procurement Department

Administering Department: Pima County Stadium District- Kino Sports Complex

Project: Landscape & Utility Vehicles, Trailers, and Equipment

Contractor: Deere & Company dba AG & Turf Strategic Accounts Business Division
2000 John Deere Run
Cary, NC 27513

Amount: \$360,000.00

Contract No.: MA-PO-23-087

Funding: Stadium District

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County Stadium District, a special taxing district of the State of Arizona ("County"), and Deere & Company dba AG & Turf Corporate Business Division and Government Sales ("Contractor").
- 1.2. Purpose. The Pima County Stadium District- Kino Sports Complex and other Departments require the continued services of Landscape & Utility Vehicles, Trailers, and Equipment to maintain quality maintenance on all landscape of complex, including athletic fields and other turf areas throughout Pima County.
- 1.3. Authority. County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. County has entered into such an agreement with State of Arizona.
- 1.4. Contract.
 - 1.4.1. State of Arizona entered into a contract (CTR062307) for specified goods and services with Deere & Company dba AG & Turf Corporate Business Division and Government Sales, a leading manufacturer of agricultural and turf equipment ("Contractor"), which is currently in effect (the "State of Arizona Contract"). The name of public entity Contract is incorporated into this Contract by this reference.
 - 1.4.2. Selection 3. Eligible Agencies of the State of Arizona Contract provides that another governmental entity with which State of Arizona has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the State of Arizona Contract.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on December 20, 2022 and will terminate on September 30, 2023 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to

execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

- 2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.
3. **Scope of Services**. Contractor will provide County with the services described in **Exhibit A: Scope of Work** (4 pages); upon demand. The Services must comply with all requirements and specifications in the Solicitation.
4. **Key Personnel**. Not applicable to this Agreement.
5. **Compensation and Payment**.
 - 5.1. Rates; Adjustment. County will pay Contractor prices in the form of a fixed percentage of discounts off the most recent Manufacturers Suggested Retail Price (MSRP) set forth in **Exhibit B: Landscape & Utility Vehicles, Trailers, and Equipment pricing (2 pages)**. Real-time MSRP may be used at the time that the estimate is issued as long as the MSRP is published and available for the eligible agency to review.
 - 5.2. The Contractor shall honor the quoted MSRP with applicable discounts for a minimum of thirty- (30) days.
 - 5.3. Economic Surcharges: Any manufacturer-imposed surcharges shall be listed on the estimate and acceptance of charges shall be determined by the eligible agency.
 - 5.4. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$360,000.00 [per year] (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
 - 5.5. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
 - 5.6. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
 - 5.7. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
 - 5.8. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

5.9. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. **Insurance.** The Insurance Requirements herein are minimum requirements for this contract and in no way limit, the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

6.1. Minimum Scope and Limits of Insurance. Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

6.1.1. Commercial General Liability (CGL). Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

6.1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

6.1.3. Workers' Compensation (WC) and Employers' Liability. Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this contract, the following provisions.

6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

- 6.2.2. Additional Insured Endorsement. The General Liability, Business Automobile, Technology E&O, Network Security & Privacy Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- 6.2.4. Primary Insurance Endorsement. The policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).
- 6.2.5. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
- 6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation. Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty- (30) day's advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.
- 6.4. Verification of Coverage. Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include.
- 6.4.1. County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate.
- 6.4.2. A notation of policy deductibles or SIRs relating to the specific policy.
- 6.4.3. Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its

Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

- 6.5. All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.
- 6.6. All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.
- 6.7. Approval and Modifications. County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.
7. **Indemnification.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations.**
 - 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
 - 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.
 - 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this

Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
10. **Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
11. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
12. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.
13. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
14. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
15. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
16. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
17. **Termination by County.**

- 17.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
- 18. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:
- | | |
|---|---|
| County: | Contractor: |
| Terri Spencer, Procurement Director
Pima County Procurement Department
150 W. Congress, 5 th Floor
Tucson, AZ 85701
520-724-3722
Terri.Spencer@pima.gov | Andrew Roman, Contract Administrator
Deere & Company
200 John Deere Run
Cary, NC 27513
800-358-5010
GovContractSupport@JohnDeere.com |
- 19. Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
- 20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 21. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 22. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As

between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).

23. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.

24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., this Contract and all documents submitted to County in relation to this Contract, including, but not limited to, pricing schedules, product specifications, and work plans are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that any documents submitted to County contain proprietary, trade secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

25. Legal Arizona Workers Act Compliance.

25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

25.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services

that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

- 25.4. **Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. **Grant Compliance.** Not applicable to this Agreement.

27. **Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

28. **Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. **Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of

ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

31. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
32. **Entire Agreement.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY STADIUM DISTRICT

Chair, Board of Directors

Date

**Deere & Company dba AG & Turf
Corporate Business Division and
Government Sales**

Andrew Roman

Authorized Officer Signature

Andrew Roman - Contract Administrator
Printed Name and Title

11/17/2023
Date

ATTEST

Clerk of the Board

Date

This contract template has been approved
as to form by the Pima County Attorney's
Office

Exhibit A- Scope of Work

1. General Requirements

1.1. Contractor shall provide a comprehensive selection of products at anticipated volumes available through manufacturer's current published price lists. Products offered shall be the newest product model available from the manufacturer. No prototype, demo products, rebuilt or reconditioned products shall be accepted.

1.2. Contractors shall have the ability to create and process numerous individual accounts for order placement, billing and reporting purposes and have inventory and transportation capacities sufficient to meet customer demand and contract delivery requirements.

1.3. For vehicles or equipment requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

1.4. Contractor shall provide general help and ordering assistance including toll-free phone and web-based support.

1.5. Contractor must provide a delivery slip for items delivered.

1.6. The Contractor shall have a return process in place. Outside a piece of equipment begin defective, Deere & Company does not have an equipment return policy. Any defective product will be handled through the manufacturer's warranty process.

1.7. Contractor is responsible for all damaged items, except to the extent caused by County's negligence.

1.8. Contractor shall have local Arizona authorized service and repair facilities capable of servicing, repairing and or warranty work on any equipment sold to Pima County.

1.9. Once a Delivery Order (DO) has been issued, the contractor shall notify the Eligible Agency of any delivery date delays or changes as early as possible. Invoice must have the Company Name and Contract Information, Pima County's delivery order number, brief description and part number (per line item), and negotiated unit price and total. Please list tax on your invoice as a separate line item. Taxes will be paid if applicable.

1.10. County will not pay for any additional charges, such as, to include but not limited to, fuel surcharges, environmental fees, trip charges, restocking fee, overtime and delivery unless previously negotiated.

1.11. Contractor will not be held responsible for unforeseen delays caused beyond Contractor's control, provided prompt notice of delay as soon as Contractor has knowledge of said delays.

2. Requirements

Product Categories:

Equipment offered in the following categories shall be considered for award. These categories shall be defined by similar types of products and include all related types of powered equipment (i.e. gasoline, E85, bio-diesel, diesel, alternative fuels, battery and electric), parts and accessories. The Contractor shall provide the goods described in any or all of the following categories:

2.1. Lawn and garden equipment: To include but not limited to; edger's, shrub trimmers, chain saws, stump grinders, wood splitters, weed eaters, portable pumps, portable generators and leaf blowers.

2.2. Mowers: To include but not limited to; walk-behind, reel, rotary, flail, zero turn, ride on, commercial front and wide-area mowers, commercial boom or side-arm mowers, three

point hitch type, pull behind, and trim (edge).

2.3. Athletic Field and Turf Equipment: To include but not limited to; aerators, ball field and bunker rakes, scrapers, stripers, rollers and edgers.

2.4. Sprayers: To include but not limited to; backpack sprayers, spot sprayers, electric or gas-powered towable or mounted sprayers (encompassing cart, trailer, truck or vehicle mounted) and self-standing mix tanks, including all applicable parts, attachments and accessories. Stock and custom rigs are included.

2.5. Brush or wood chippers: To include but not limited to; hydraulic fed, power take off (PTO) driven, skid mount or upright chippers, gas-powered capable of processing up to 3" diameter material, diesel-powered capable of chipping material up to 18" x 24", including all attachments and accessories.

2.6. Tractors: To include but not limited to; compact utility, utility, tow tractors and agriculture tractors, including all applicable implements and attachments.

2.7. Utility Trailers: (Max Gross Vehicle Weight Rating (GVWR) 25,900 lbs. and electric brakes only.) Full line and sizes of Fifth wheel, Ball Hitch, Lunette Eye Pintle Hook, enclosed, open, tilt, tandem axle, single axle, carry-on dump trailers, off-road vehicle trailers. Semi-trailers are not included.

2.8. Utility Boxes: (Maximum capacity 70 cu. ft.) To include but not limited to; steel, aluminum or plastic construction, truck toolbox, construction site storage box (job box), storage drawer boxes for van and truck bed mounting.

2.9. Utility Vehicles: To include but not limited to; three or four wheelers, quads, work/utility ATVs, Battery electric vehicles, burden carriers and personnel carriers including all attachments and accessories. Sand Rail and Dune Buggy ATVs and side by sides are not included.

2.10. Compact Excavators: (Max operational weight of 20,000 lbs.) To include but not limited to- skid steers, loader backhoes, tractor loaders and mini hydraulic excavators, including all applicable implements and attachments.

2.11. Towable: To include but not limited to- towable light towers, trailer mounted centrifugal pumps, pull behind generators and air compressors.

3. Training:

3.1. If requested by the Eligible Agency, the contractor shall provide, at no additional cost, onsite training to ensure proper use of equipment.

3.2. In lieu of face-to-face training, the Eligible Agency may request the contractor to provide copies of any existing training materials, which cover the inspection, service, and operation of purchased equipment.

3.3. Training shall be conducted by qualified representative(s) that have a high level of knowledge and experience relating to the type of equipment offered or purchased and experience in performing such training.

3.4. Scheduling Training: The Eligible agency shall be responsible for scheduling training. When an Eligible Agency places an order and training will be required, the Agency may designate a point of contact for any training coordination.

3.5. The training shall contain the following information:

3.5.1. Technical Manuals

3.5.2. Vehicle/Equipment Familiarization

3.5.3. Engine

3.5.4. Transmission

3.5.5. Brakes And Air Supply System

3.5.6. Body And Components

3.5.7. Hydraulic Systems

3.5.8. Complete Electrical Components

3.5.9. Calibration Systems

3.6. Operator and Mechanic Training: Operator training shall focus on the operation of equipment, daily inspections, as well as, minor adjustments and shall be conducted at the location requested by Eligible Agency. Mechanic training shall focus on the operations, routine/preventive maintenance and repair troubleshooting of equipment and shall be conducted at the location requested by Eligible Agency. The contractor will be notified of these locations when the Eligible Agency schedules the training.

3.7. Operator Training. At completion of training session the attending equipment operators shall be able to:

3.7.1. Describe the operating capabilities and any special features present on the

3.7.2. equipment.

3.7.3. Identify all control devices to the equipment model.

3.7.4. Describe the proper/safe techniques to use for transporting the equipment

3.7.5. including loading and tie-down.

3.7.6. Use the Operator's Manual to identify:

3.7.7. Special safety considerations that include cautions and warnings applicable to

3.7.8. the operation of the equipment

3.7.9. Manufacturer's recommended preventive maintenance service intervals and procedures including pre- and post-operational inspection and service requirements.

3.8. Demonstrate on the equipment:

3.8.1. The ability to identify inspection and service points.

3.8.2. Proper/safe start-up and shutdown procedures.

3.8.3. Proper/safe use of all controls.

3.9. Mechanic Training. At the completion of these training sessions, the attending technicians will be able to:

3.9.1. Describe the primary equipment systems design features, function and capabilities.

3.9.2. Identify the primary equipment systems component location and function.

3.9.3. Use manufacturer's reference literature and materials to identify.

3.9.4. Manufacturer's Preventive Maintenance service intervals and procedures.

3.9.5. Recommended system diagnostic procedures and repair processes.

3.9.6. Representative component part numbers and nomenclature.

3.9.7. Demonstrate on the equipment, the use of specified diagnostic procedures and appropriate tools/devices to diagnose the most likely primary equipment system failures and describe the procedures that would be required to repair these failures.

4. Manuals: A digital version or hard copy of all manuals may be provided for an additional fee to the eligible agencies if requested. The manual fee(s) will be quoted at the time of the estimate.

4.1. The contractor shall provide either electronic or hard copy manual(s) as requested by the eligible agency:

4.1.1. Operator's Manuals, per unit ordered.

4.1.2. Parts Manual, per unit ordered.

4.1.3. Service and Repair Manual, per unit ordered.

4.1.4. Overhaul Manual, per unit ordered.

4.1.5. Cross reference guide from manufactures (part numbers to their supplier's part numbers), per unit ordered.

4.2. If Applicable, the Contractor shall include wiring diagrams, Hydraulic / Pneumatic Schematics (for basic machine and engine) as part of the manual documentation and must be delivered to the Eligible Agency if requested.

5. Up-fit / Modifications:

5.1. The Eligible Agency may request the Contractor(s) to up-fit/modify any vehicle or equipment for specific organizational needs. Other vehicles or equipment may require interior and/or exterior modifications per the individual Eligible Agency.

5.2. The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

6. Estimates: All products shall be quoted from the most current product line offered on manufactured website.

6.1. A written or electronic quote that includes parts, materials, and estimated delivery time shall be provided to the eligible agency prior to commencement of delivery of goods. Quote shall contain the following at a minimum:

6.1.1. Manufacturer Part number

6.1.2. Description

6.1.3. MSRP

6.1.4. Contracted Price (Showing Discount)

7. Pricing Structure:

7.1. Contract prices shall be in the form of a fixed percentage of discounts off the most recent Manufacturers Suggested Retail Price (MSRP) part of the contract. The published price list may be in the form of an Internet website. The internet website shall include at a minimum, part numbers and descriptions (Photos Optional) of all contracted products or groups of products. Real-time MSRP may be used at the time that the estimate is issued as long as the MSRP is published and available for the eligible agency to review.

7.2. The contractor shall honor the quoted MSRP with applicable discounts for a minimum of 30 days.

7.3. Economic Surcharges: Any manufacturer imposed surcharges shall be listed on the estimate and acceptance of charges shall be determined by the eligible agency.

8. Warranty:

8.1. Contractor shall be responsible for all warranty work. In addition, the Contractor shall have an authorized repair dealer located in Arizona that will accomplish or coordinate any necessary warranty work.

8.2. The minimum warranty shall be One (1) year or manufacture/industry standard warranty whichever is greater.

8.3. The warranty period on workmanship and materials shall be based on a minimum of Twelve- (12) months from the time of acceptance by the eligible agency unless otherwise agreed to in writing.

Exhibit B- Landscape & Utility Vehicles, Trailers, and Equipment Discount Pricing

DEERE & COMPANY Landscape and Utility Vehicles, Trailers and Equipment Solicitation # BPM004560 PRICE SCHEDULE		
Price Page Tabs	Product Descriptions	Discounts off MSRP
TURF EQUIPMENT		
L21	Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s)	4%
L21	Residential Zero-Turn-Radius Mowers & Equipment (Z700s only)	9%
L25	Lawn Tractors (S100s - S200s only) & Equipment	4%
L25	Lawn Tractors (X300s only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%
C40	Mid-Size Crossover Utility Vehicles & Equipment	14%
C41	Full-Size Crossover Utility Vehicles & Equipment	14%
C42	Traditional Utility Vehicles & Equipment	17%
C47	HPX Utility Vehicles & Equipment	14%
C48	Implements for Utility Vehicles	14%
GOLF EQUIPMENT		
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Golf Fleet Management	13%
AGRICULTURAL EQUIPMENT		
A2	Ag Tractors 5050E, 5060E, 5067E, 5075E - 3 Cylinder Tractors	14%
A2	Ag Tractors 5090E, 5100E, 5090EL - 4 Cylinder Tractors	19%
A2	Ag Tractors 5M, 5R, 5G, 5L, 5ML, 5MH Series Tractors	22%
A2	Ag Tractors 6000-9000 Series	24%
A5	Hay & Forage	22%
A6	Tillage	22%
A7	Planting & Seeding	22%
A8	Sprayers	22%
A9	Implements & Attachments	24%
A10	Ag Management Solutions (AMS)	Discount will be the same as the tractor's discount
FRONTIER PRODUCTS		
Frontier	Cotton	18%
Frontier	Cutting & Mowing	18%
Frontier	Hay & Forage	18%
Frontier	Landscaping	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%
Frontier	Planting & Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Sprayers	18%
Frontier	Tillage	18%

DEERE & COMPANY
Landscape and Utility Vehicles, Trailers and Equipment
Solicitation # BPM004560 PRICE SCHEDULE

Price Page Tabs

Product Descriptions

**Discounts off
MSRP**

Discounts listed are off John Deere's list price (MSRP). List price can be found on www.deere.com by utilizing "Build & Price" and building the desired machine.

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Note: Agencies may utilize www.deere.com to obtain the most current information regarding John Deere dealership locations. Select "Find A Dealer" at the top of the page to locate the nearest dealer.

Note: John Deere dealers have the option to charge \$4.00 per loaded mile to deliver the equipment to the end-user. Mileages will be calculated using Google Maps.



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 23000000000000000087

MA Version: 1

Page: 1 of 2

Description: Landscape & Utility Vehicles, Trailers, and Equipment

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 12-20-2022				
	150 W. Congress St. 5th Fl		Expiration Date: 09-30-2023				
	Tucson AZ 85701						
	Issued By: STEPHEN ROMERO						
	Phone: 5207243021						
	Email: stephen.romero@pima.gov						
			<table border="1"><tr><td>NTE Amount:</td><td>\$360,000.00</td></tr><tr><td>Used Amount:</td><td>\$0.00</td></tr></table>	NTE Amount:	\$360,000.00	Used Amount:	\$0.00
NTE Amount:	\$360,000.00						
Used Amount:	\$0.00						

V E N D O R	Deere & Company	Contact:	Andrew Roman
	DBA: Ag & Turf Strategic Accounts Business Division	Phone:	800-358-5010
	2000 JOHN DEERE RUN	Email:	GovContractSupport@JohnDeere.com
	CARY NC 27513	Terms:	0.00 %
		Days:	30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
Modification Reason	
This Master Agreement is for an initial term of one (1) year in the annual award amount of \$36,000.00 (including sales tax) and includes four (4) one-year renewal options.	
Attachment: Pima County Cooperative Contract.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 23000000000000000087

MA Version: 1

Page: 2 of 2

Line	Description					
2	Free Form Line- Discount Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN