



## **BOARD OF SUPERVISORS AGENDA ITEM REPORT** **CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: May 17, 2016

or Procurement Director Award ☐

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**Contractor/Vendor Name (DBA):** Multiple Contractors, see Attachment A.

**Project Title/Description:**  
Vehicles & Light Duty Trucks

**Purpose:**

Award of Contracts: Master Agreement No's. MA-PO-16-308, MA-PO-16-309 and MA-PO-16-310. Contracts are for an initial term of one (1) year in an annual cumulative amount of \$7,200,000.00 and includes four (4) one (1) year renewal options. The award includes the authority for the Procurement Department to reallocate the award amounts among the contracts considering actual usage and anticipated requirements without further action by the Board of Supervisors provided that the sum of the revised contract amounts does not exceed the cumulative contract award amount.

Administering Department: Fleet Services

**Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, Competitive Sealed Bidding, Solicitation No. 203976 was conducted. Six (6) responsive and responsible bids were received for five (5) different groups/ brands of vehicles. Recommendation for award is to the responsive and responsible low bidder for each group.

Attached Documents: Attachment A, Notice of Recommendation of Award, and three (3) Master Agreements.

**Program Goals/Predicted Outcomes:**

To purchase the best quality vehicles for the best price.

**Public Benefit:**

The Master Agreements will provide County departments with various types of vehicles needed to do County business.

**Metrics Available to Measure Performance:**

The time measured between the purchased date (Delivery Order issued) and promised delivery date.

**Retroactive:**

No

### Original Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): See Attachment A  
Effective Date: 05/18/2016 Termination Date: 05/17/2017 Prior Contract Number (Synergen/CMS): \_\_\_\_\_  
☒ Expense Amount: \$ 7,200,000.00 ☐ Revenue Amount: \$ \_\_\_\_\_  
Funding Source(s): Internal Service Funds

Cost to Pima County General Fund: \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

Vendor is using a Social Security Number? ☐ Yes ☒ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

### Amendment Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Effective Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

☐ Expense ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Cost to Pima County General Fund: \_\_\_\_\_

Contact: Maria Julia Canizales *MP* 4/20/16

Department: Procurement Department *Mary Jo* 4/21/16 Telephone: 724-8167

Department Director Signature/Date: *[Signature]* 4/21/16

Deputy County Administrator Signature/Date: *[Signature]* 4-21-16

County Administrator Signature/Date: *[Signature]* 4/22/16  
(Required for Board Agenda/Addendum Items)

## Attachment A

### Vehicles & Light Duty Trucks

<u>Contractor Name (DBA)</u>	<u>Headquarter</u>	<u>MA #</u>	<u>NTE Amount</u>
Courtesy Chevrolet	Phoenix, AZ	16-308	\$3,200,000.00
Tate Ford Lincoln Mercury d.b.a. Tate's Auto Group	Holbrook, AZ	16-309	\$2,900,000.00
RP Automotive Inc.	West Covina, CA	16-310	\$1,100,000.00
<hr/> <b>Total</b>			<b>\$7,200,000.00</b>

## NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: April 7, 2016

The Procurement Department hereby issues formal notice to respondents to Solicitation #203976 for Vehicles & Light Duty Trucks. That the following listed respondents will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after May 17, 2016.

Award is recommended to the Respondents submitted the Low bids.

<u>AWARDEE NAME(S)</u>	<u>BID AMOUNT</u>	<u>AWARD AMOUNT</u>
<b>Attachment A: Chevrolet/GMC</b>		
Courtesy Chevrolet	\$3,112,274.77	\$ 3, 200,000.00
<b>Attachment B: Ford</b>		
Tates Auto Center Holbrook d.b.a. Bates Auto Group	\$2,277,782.00	\$ 2,300,000.00
<b>Attachment C: Dodge-Chrysler-Jeep</b>		
Tates Auto Center Holbrook d.b.a. Bates Auto Group	\$ 510,082.12	\$ 600,000.00
<b>Attachment D: Toyota</b>		
RP Automotive	\$ 690,600.00	\$ 700,000.00
<b>Attachment E. Hyundai</b>		
RP Automotive	\$ 383,150.00	\$ 400,000.00
<b>Total</b>		<b>\$7,200,000.00</b>

<u>OTHER RESPONDENT NAMES</u>	<u>BID AMOUNT</u>
<b>Attachment A: Chevrolet/GMC</b>	
Midway Chevrolet Company LLC d.b.a. Midway Chevrolet	\$3,138,828.00
O'Rielly Chevrolet Inc.	\$3,293,926.08
<b>Attachment B: Ford</b>	
Berge Ford	\$2,362,761.00

Issued by: Maria Julia Canizales, Telephone Number: (520) 724-8167

This notice is in compliance with Pima County Procurement Code §11.20.010(C).

Electronic Copy to: monica.dennis@pima.gov – Pima County SBE Division

4/8/16



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1600000000000000308

MA Version: 1

Page: 1

Description: Vehicles & Light Duty Trucks for only Chevrolet/ GMC IFB

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Pima County Procurement Department  
130 W. Congress St. 3rd Fl  
Tucson AZ 85701

Issued By: MARIA CANIZALES

Phone: 5207248167

Email: maria.canizales@pima.gov

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Initiation Date: 05-18-2016

Expiration Date: 05-17-2017

NTE Amount: \$3,200,000.00

Used Amount: \$0.00

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COURTESY CHEVROLET PHOENIX

PO BOX 7709

PHOENIX AZ 85011

Contact: BERNEY KULLOS

Phone: 602-798-2968

Email: bkullos@houseofcourtesy.com

Terms: 0.0000 %

Days: 30

### Shipping Method:

Delivery Type: STANDARD GROUND

FOB: FOB Dest, Freight Prepaid

### Modification Reason

Award of Contract effective 05/18/2016 in an annual award amount of \$3,200,000.00. Attachments: Notice of Recommendation of Award, Offer Agreement and Board of Supervisors' Award documents

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: 16000000000000000308

MA Version: 1

Page: 2

Line	Description					
1	Impala LS w/1F1 4 cyl.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$22099.62			
2	Malibu LS w/1FL 4 cyl					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18908.39			
3	Caprice Police Base Pkg with spot light and dual batteries.					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25280.1			
4	Cruze LS 4-Door					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16689.99			
5	Equinox LS FWD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19605.99			
6	Colorado Ext Cab 2WD 2WT					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21058.34			
7	Colorado Ext Cab 4WD 4WT					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25238.64			
8	Silverado 1500 2WD Reg LB 5.3L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20040.3			
9	Silverado 1500 4WD Reg LB 5.3L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23256.4			
10	Silverado 1500 2WD Ext SB 5.3L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$22244.05			
11	Silverado 1500 4WD Ext SB 5.3L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25541.25			
12	Silverado 1500 2WD Crew SB 5.3L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25324.25			
13	Silverado 1500 4WD Crew SB 5.3L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27778.65			
14	Silverado 2500 2WD Reg LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23423.26			
15	Silverado 2500 4WD Reg LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25644.3			
16	Silverado 2500 2WD Ext LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25314.5			
17	Silverado 2500 4WD Ext LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27535.56			
18	Silverado 2500 2WD Crew LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26605.06			
19	Silverado 2500 4WD Crew LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28826.7			
20	Silverado 3500 2WD Reg LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23577.86			
21	Silverado 3500 2WD LWB 6.0L Utility bed J-Style Equal to					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28425.87			
22	@(Substr ("Silverado 3500 2WD DRW Reg 84" CA Chassis 11 foot Utility be",1, 60))					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$47060.39			



# MASTER AGREEMENT DETAILS

Master Agreement No: 16000000000000000308

MA Version: 1

Page: 3

Line	Description					
23	Silverado 3500 4WD Reg LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26398.9			
24	Silverado 3500 2WD Ext LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26933.6			
25	Silverado 3500 4WD Ext LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29154.66			
26	Silverado 3500 2WD Crew LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28064.9			
27	Silverado 3500 4WD Crew LB 6.0L V-8					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30285.96			
28	Tahoe PPV 2WD 5.3L with spot light dual battery and rear A/C					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$32586.59			
29	Tahoe SSV 4WD 5.3L with spot light dual battery and rear A/C					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$34758.59			

**OFFER AGREEMENT**

Original

**Solicitation #: 203976****Title: Vehicles & Light Duty Trucks****1. INTENT:**

This document is intended to establish delivery/indefinite quantity master agreement(s) to provide Pima County with Vehicles & Light Duty Trucks, with unleaded fuel engines for sedans, vans, sport utility vehicles, and trucks, listed on Attachments A-E in quantities as the County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard Terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. This solicitation process will result in contracts specific to each Attachment A-E offer. This bid consists of five (5) vehicle/truck manufacturers which are named on **Attachments A-E**. Each Attachment lists a specific manufacturer. Award will be made to one (1) respondent per manufacturer/attachment who has submitted the lowest total bid amount for the vehicles & trucks identified for that manufacturer. All line items in each Attachment shall be bid. The County also reserves the right to make multiple awards or to award by individual line items or by group of line items to make an aggregate award, whichever is most advantageous to the County. In addition to the vehicles identified herein the County reserves the right to purchase manufacturers' models similar to the models listed. Additional models will be provided to the County per pricing established under item **J. Pricing**, Page 3 (bottom page #) of this document. Attachments (by manufacturer) are as follows:

- Attachment A – Chevrolet-GM
- Attachment B – Ford
- Attachment C – Dodge-Chrysler-Jeep
- Attachment D – Toyota
- Attachment E – Hyundai

This procurement as identified in the solicitation shall be restricted to the Pima County Fleet Services Department.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions, this Offer Agreement, and Attachments A-E*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

**2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension/renewal/revlsons to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that they have one primary contact person available to Pima County.

1. Contractor shall maintain a factory authorized maintenance facility within the Tucson/Phoenix metropolitan areas (Service hours shall be from 8:00 A.M. to 5:00 P.M. Monday through Friday excluding Pima County Legal Holidays) or have specific agreements in force with a third party to provide local maintenance in Tucson, AZ. If applicable a document showing evidence of the third party agreement to provide necessary maintenance support shall be submitted with the bid.
2. The Contractor certifies that they are competent, responsible and possess any licenses required by regulating agencies to provide the materials and services identified by this agreement and have manufacturers approved training & certification to sell and maintain vehicles purchased by the County.

Documents submitted by Contractor satisfying Minimum Qualification requirements:

MQ #	MQ Name	Title of MQ Documents Submitted	# of Pages
1	Local Authorized Maintenance facility	Any Chevrolet New Car/Truck Dealer	N/A
2	Licenses/Certifications	AZ Dealer License # L00001674	1



## OFFER AGREEMENT

Solicitation #: 203976

Title: Vehicles & Light Duty Trucks

### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

#### **A. Minimum Specifications:**

All vehicles bid and identified on Attachments A-E shall include the following minimum equipment:

1. All standard factory equipment.
2. Automatic transmission – all vehicles and trucks.
3. Four (4) keys per vehicle and four (4) keyless entry fobs if equipped with the keyless entry feature.
4. Air conditioning (plus rear air conditioning on all passenger vans, and full size SUV's).
5. Cloth seats – all vehicle seats.
6. Full size spare tire and wheel to match O.E.M. on all trucks (except mini vans). All spares are to be a standard size tire with lowest priced wheel offered.
7. Anti slip differential for ¾ and 1 ton two wheel drive pickup trucks.
8. Skid plate package and anti slip differential (four wheel drive vehicles).
9. Maximum cooling package.
10. Mirrors – manufacturer's maximum standard size.
11. Tinted Windows, Arizona legal requirement defined as 35% (light transmission) on the driver and passenger side windows and 20% on the rear side and rear windshield.
12. All weather mats, two (2) for the front floor and two (2) for the back floor.
13. All ½ ton trucks shall be the standard V8 offered. All trucks are to be bid as single rear wheel unless noted on specific truck description.
14. All 2500, 3500, F-250, F-350, and F-450 shall be equipped with Trailer/Tow Package.
15. All vehicles and trucks listed on Attachments A-E shall have unleaded fuel engines.

#### **B. Minimum Requirements:**

1. All Vehicles shall meet all the latest revised Federal Emission Standards, OSHA and Federal Safety Standards and Arizona Department of Transportation regulations.
2. All Vehicles offered shall be manufactured and/or assembled in the United States, if applicable.
3. All Vehicles shall be manufacturer's current model in production at time of delivery.
4. The warranty period shall be the standard manufacturer warranty for both parts and labor. Any additional Powertrain Warranty shall be standard for the manufacturer. Warranty repair and/or replacement will be at no additional charge to Pima County. During the standard manufacturer warranty period, towing the equipment to and from the repair facility will not be an additional charge to Pima County.
6. The following documents shall be provided to Pima County for each unit upon delivery: Operator's manuals.
7. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement; unless otherwise ordered in writing, the MSO shall show the owner /purchaser of the vehicle as:  
**Pima County Board of Supervisors**  
**1291 S. Mission Road**  
**Tucson, AZ 85713**
8. Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation installed by the manufacturer on equipment shall not be attached to any vehicle.
9. All vehicles offered in this bid must be equipped at minimum with an AM/FM radio and speakers.
10. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.
11. Contractor certifies that they have one primary contact person available to Pima County.

#### **C. Vehicle Optional Equipment**

Optional equipment for vehicles identified on this solicitation and any additional vehicles that may be procured via this solicitation shall be offered to the County at invoice list cost. The dealer's invoice shall be unaltered to include original pricing from the manufacturer. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. Note: all trucks listed on the pricing pages are listed as "Long Bed". Requests for a "Long Bed" are to be priced at invoice list cost. Dealers are to include a credit when Short Bed trucks are purchased.

#### **D. Chassis Up-fit/Modification**

Pima County may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific Pima County needs. For example, a chassis may require a specialized body (i.e.: dump body, utility body, crane body, rodder and etc.). Other cab and chassis may require interior and/or exterior modifications per Pima County's request. Pima County will supply the specifications to the contractor(s). The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to Pima County for review and acceptance before any work commences.

## OFFER AGREEMENT

**Solicitation #:** 203976

**Title:** Vehicles & Light Duty Trucks

### **E. Warranty**

Please describe the warranty offered by the manufacturer. Provide sufficient detail to describe the items covered and the terms of the warranty in miles and years. A comprehensive listing of all parts covered under warranty is also required. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects per the standard manufacturer warranty from the date of acceptance. This warranty shall cover such items as actual repair, labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to Pima County.

### **F. Vehicle Service Requirements:**

All delivered vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and, optional equipment shall be installed to ensure that the unit made ready for continuous operation per manufacturers specifications. Servicing shall include:

- A. Complete Lubrication.
- B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- C. Vehicle shall have a minimum of 10 gallons of fuel.
- D. Engine adjustment to proper operation condition.
- E. Tire inflation to correct pressure.
- F. Checking of all mechanical and electrical operations.
- G. Checking for any appearance defects.
- H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

### **G. Vehicle Deficiency Response**

Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If a delivered vehicle is returned to the contractor prior to acceptance for any reason, an additional period of seven (7) calendar days shall be allowed for inspection when subsequent deliveries occur.

### **H. Product Discontinuance**

The County may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues a product or model, the County at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the necessary documentation regarding the discontinued product, the authorized replacement, if applicable, pricing from manufacturer, and any other information County may need to authorize or deny substitution.

### **I. Alternative/ Flex Fuel Vehicles**

County orders for Alternative fuel / Flex fuel vehicles shall be provided at the same cost as regular fuel vehicles. If engine or other option upgrades are required to provide Alternative/Flex fuel vehicles to the County, contractors shall add the invoice cost for all additions to the cost of the standard fuel vehicle bid. Alternative/Flex fuel vehicles should be noted as such under each specific vehicle on the Attachment page.

### **J. Pricing**

Proposed Bid (contract) prices for models bid should be computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floor plan amounts) plus factory to dealer destination charge, plus/minus the bid amount which consists of manufacturer's bid assistance, other available concessions or incentives and dealer margin, Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed in this solicitation.

The total of above items shall be the proposed award price. This price shall be based on the vehicle being ordered from the factory. The contract price shall be firm for the award period, subject to the provisions in Phase II of the award.

Contractor shall indicate what type of discounts will be given to Pima County on Attachments A-E. Contractor shall provide a copy of the manufacture's invoice upon request.

### **K. Vehicle Awards Phase I and Phase II (including Purchases from Stock):**

Pima County will have two-phase contracts for vehicles. The intent of the two-phase contract is to allow County contract coverage for a full twelve (12) month period. Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades, which may be purchased during the term of the contract, shall be priced at "Invoice" cost. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. The dealer's invoice shall be unaltered to include original

## OFFER AGREEMENT

**Solicitation #:** 203976

**Title:** Vehicles & Light Duty Trucks

pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency.

### **L. Vehicle Pricing – Phase II or Purchase from Stock**

Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

Pima County has historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealer's cost as shown on the dealer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power train combination plus any dealer acquisition costs and dealer added option costs. Contractor shall provide a copy of manufacturer's Invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

Contractor shall indicate what type of discounts will be given to Pima County on **Attachments A-E**. Contractor shall provide a copy of the manufacture's invoice upon request.

### **M. Contractor shall check the Attachments you are submitting in this solicitation:**

A. X      B. \_\_\_\_\_      C. \_\_\_\_\_      D. \_\_\_\_\_      E. \_\_\_\_\_

Respondent may not be award all bid(s) submitted. Pima County will award to low bid for each attachment.

### **N. Future purchase of vehicles and light duty trucks**

This solicitation allows, but is not limited to, the purchase of vehicles and trucks that integrate alternative fuels, advanced technology and other energy sources to power the engine. In addition to the vehicles identified herein the County reserves the right to purchase manufacturers' models similar to the models listed. Additional models will be provided to the County per pricing established under item J. Pricing, Page 3 (bottom page #) of this document.

### **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

**Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) 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) or Delivery Order Maximo (DOM).**

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 in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

### **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

## OFFER AGREEMENT

Solicitation #: 203976

Title: Vehicles & Light Duty Trucks

### **7. COMPENSATION & PAYMENT:**

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 10 % if payment tendered within 30 Days as above

The Master Agreement (MA) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

**Price Warranty.** Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's

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right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

### 8. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO), Delivery Order Maximo (DOM) or Contract.

Delivery will be made in accordance with the Delivery Order (DO), Delivery Order Maximo (DOM) or Contract and to the location(s) referenced on the Purchase Orders. Each site will have standing orders. Changes to the standing orders must be processed and delivered by the bidder within 24 hours after notification of the change. The notification time will be the County fax or email sent date and time.

Delivery location: Pima County Fleet Services, 1291 S. Mission Road, Tucson, Az., 85713.

If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

### 9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

### 10. OTHER DOCUMENTS

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No.203976 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

### 11. INSURANCE:

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- Garagekeepers Legal Liability - Direct Primary Coverage:

*Each Auto	\$ 500,000
*Each Occurrence	\$1,000,000

- The policy shall be endorsed to include direct primary Garagekeepers Legal Liability coverage.
- Policy shall be endorsed, per this written agreement, to include Products Liability.

### 12. PERFORMANCE BOND: NONE

### 13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
#1	3/7/16	#2	3/8/16	#3	3/9/16
#4	3/10/16	#5	3/10/16	#6	3/15/16

### 14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: Not applicable

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## 15. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Courtesy Chevrolet

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 1233 E. Camelback Rd.

CITY/STATE/ZIP: Phoenix, AZ 85014

REMIT TO ADDRESS: 1233 E. Camelback Rd.

CITY/STATE/ZIP: Phoenix, AZ 85014

CONTACT PERSON NAME/TITLE: Berney Kullos Fleet Mgr.

PHONE: 602 604 3040

FAX: 602 264 9230

CONTACT PERSON EMAIL ADDRESS: bkullos@houseofcourtesy.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

bkullos@houseofcourtesy.com

## CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: 1233 E. Camelback Rd.

Phoenix, AZ 85014

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: Berney Kullos

DATE: 3/21/16

Berney Kullos Fleet Manager

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 602 604 3040 bkullos@houseofcourtesy.com

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**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)**

**1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debatement or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

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### **10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

### **11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

### **12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

### **13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

### **14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

### **15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

### **16. ACCEPTANCE OF MATERIALS AND SERVICES:**

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

### **17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master



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Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

### **19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

### **20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

### **21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

### **22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

### **23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

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Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

### **24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

### **25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

### **26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must 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.

### **27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

### **28. PUBLIC INFORMATION:**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

### **29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in

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additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

**34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms

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or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

**40. 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 CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. 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.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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.

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.

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.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article 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 insure 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."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



**Motor  
Vehicle  
Division**

# LICENSE

License Number:

**L00001674**

The Arizona Department of Transportation, Motor Vehicle Division, under the provisions of Arizona Revised Statutes, Title 28, hereby licenses:

**COURTESY CHEVROLET**

**1233 E CAMELBACK RD  
PHOENIX**

**AZ 85014**

to engage in the business of:

**NEW MOTOR VEHICLE DEALER IN MARICOPA COUNTY**

effective this date:

**JANUARY 01, 2004**

This license shall expire when one of the following occurs:

- The licensee fails, neglects or refuses to pay the required fee for the ensuing year.
- The bond furnished for this license is found to be insufficient or the licensee fails to provide any additional bond required by Arizona law.

This license must not be used except by the licensee named above.

**This license must be conspicuously displayed.**

ARIZONA DEPARTMENT OF REVENUE  
ATTN: License and Registration  
PO BOX 29032  
Phoenix, AZ 85038-9032



ARIZONA DEPARTMENT OF REVENUE  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2016

ISSUED TO: COURTESY CHEVROLET  
PO BOX 7709  
PHOENIX AZ 85011-7709

ALL communications and  
reports MUST REFER to  
this LICENSE NO.

➤ LICENSE: 07037036  
START DATE: 11/01/1955  
ISSUED: 02/02/2016  
EXPIRES: 12/31/2016

LOCATION: NUMBER 002  
COURTESY CHEVROLET  
1233 E CAMELBACK RD  
PHOENIX AZ 85014  
1600044416794  
ARIZONA DEPARTMENT OF REVENUE

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

Solicitation #: 203976

**OFFER AGREEMENT**  
**Title: Vehicles & Light Duty Trucks**  
**Attachment A: Chevrolet/GM**

REVISED V

Item#	Chevrolet/GMC Description	Est. Usage Qty.	UO M	Unit Cost	Extended Cost
1	Impala LS w/1FL 4 cyl.	4	EA	\$ 22,099.62	\$ 88,398.48
2	Malibu LS w/1FL 4 cyl.	4	EA	\$ 18,908.39	\$ 75,633.56
3	Caprice Police Base Pkg. with spot light and dual batteries	2	EA	\$ 25,280.10	\$ 50,560.20
4	Cruze LS- 4-Door	2	EA	\$ 16,689.99	\$ 33,379.98
5	Equinox LS FWD	2	EA	\$ 19,605.99	\$ 39,211.98
6	Colorado Ext. Cab 2WD 2WT	2	EA	\$ 21,058.39	\$ 42,116.78
7	Colorado Ext. Cab 4WD 4WT	2	EA	\$ 25,238.64	\$ 50,477.28
8	Silverado 1500 2WD Reg. LB 5.3L V-8	2	EA	\$ 20,040.30	\$ 40,080.60
9	Silverado 1500 4WD Reg. LB 5.3L V-8	2	EA	\$ 23,256.40	\$ 46,512.80
10	Silverado 1500 2WD Ext. SB 5.3L V-8	2	EA	\$ 22,244.05	\$ 44,488.10
11	Silverado 1500 4WD Ext. SB 5.3L V-8	3	EA	\$ 25,541.25	\$ 76,623.75
12	Silverado 1500 2WD Crew SB 5.3L V-8	2	EA	\$ 25,324.25	\$ 50,648.50
13	Silverado 1500 4WD Crew SB 5.3L V-8	3	EA	\$ 27,778.65	\$ 83,335.95
14	Silverado 2500 2WD Reg. LB 6.0L V-8	2	EA	\$ 23,423.26	\$ 46,846.52
15	Silverado 2500 4WD Reg. LB 6.0L V-8	2	EA	\$ 25,644.30	\$ 51,288.60
16	Silverado 2500 2WD Ext. LB 6.0L V-8	2	EA	\$ 25,314.50	\$ 50,629.00
17	Silverado 2500 4WD Ext. LB 6.0L V-8	2	EA	\$ 27,535.56	\$ 55,071.12
18	Silverado 2500 2WD Crew LB 6.0L V-8	2	EA	\$ 26,605.06	\$ 53,210.12
19	Silverado 2500 4WD Crew LB 6.0L V-8	2	EA	\$ 28,826.20	\$ 57,653.40
20	Silverado 3500 2WD Reg. LB 6.0L V-8	5	EA	\$ 23,577.86	\$ 117,889.30
21	Silverado 3500 2WD Reg. bed delete SRW LWB 6.0L Utility bed, H-Style Equal to (Knapheide model # 696J)	3	EA	\$ 28,425.87	\$ 85,277.61
22	Silverado 3500 2WD DRW Reg 84" CA Chassis 11 foot Utility bed Equal to (UTB#132-QC-HD) with an AutoCrane (3203 PRX series) with manual out riggers.	1	EA	\$ 47,060.39	\$ 47,060.39
23	Silverado 3500 4WD Reg. LB 6.0L V-8	2	EA	\$ 26,398.90	\$ 52,797.80
24	Silverado 3500 2WD Ext. LB 6.0L V-8	3	EA	\$ 26,933.60	\$ 80,800.80
25	Silverado 3500 4WD Ext. LB 6.0L V-8	3	EA	\$ 29,154.66	\$ 87,463.98
26	Silverado 3500 2WD Crew LB 6.0L V-8	2	EA	\$ 28,064.90	\$ 56,129.80
27	Silverado 3500 4WD Crew LB 6.0L V-8	2	EA	\$ 30,285.96	\$ 60,571.92
28	Tahoe PPV 2WD 5.3L with spot light, dual battery, and rear A/C	35	EA	\$ 32,586.59	\$ 1,140,530.65
29	Tahoe SSV 4WD 5.3L with spot light, dual battery, and rear A/C	10	EA	\$ 34,758.59	\$ 347,585.90
30	Contractor/Dealer will submit a quote for all models requested that are not on price list page and show/state discounted price offered. Yes				
Attachment A <i>Benny Kuller</i>				BID TOTAL	\$ 3,112,274.77

Credit for Bed Delete \$ <sup>2500</sup> 299.20      Credit for Short Bed \$ <sup>177.44</sup>      Cost for Trailer Brake \$ <sup>250.25</sup> 765.60



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 16000000000000000309

MA Version: 1

Page: 1

Description: Vehicles & Light Duty Trucks Only for Ford, Dodge, Chrysler

I  
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R

Pima County Procurement Department  
130 W. Congress St. 3rd Fl  
Tucson AZ 85701

Issued By: MARIA CANIZALES  
Phone: 5207248167  
Email: maria.canizales@pima.gov

T  
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Initiation Date: 05-18-2016

Expiration Date: 05-17-2017

NTE Amount: \$2,900,000.00

Used Amount: \$0.00

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Tate Ford Lincoln Mercury Inc

1001 Navajo Blvd

Holbrook AZ 86025

Contact: Wayne Bentley

Phone: 928-524-6268

Email: wayne.bentley@tatesautocenter.com

Terms: 0.0000 %

Days: 30

### Shipping Method:

Delivery Type: STANDARD GROUND

FOB: FOB Dest, Freight Prepaid

### Modification Reason

Award of Contract effective 05/18/2016 in an annual award amount of \$2,900,000.00. Attachments: Notice of Recommendation of Award, Offer Agreement and Board of Supervisors' Award documents

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: 16000000000000000309

MA Version: 1

Page: 2

Line	Description					
29	2016 Focus SE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16269			
30	2016 Fusion I4S					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$18294.15			
31	2016 Escape SE FWD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$20942.54			
32	2016 Expedition XL 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$31929.85			
33	2016 Expedition XL 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$34523.5			
34	2016 Explorer Base 2x4 V-6					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26041.05			
35	2016 Explorer Base 4x4 V-6					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27884.75			
36	2016 F-150 XL Reg LWB 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21282.28			
37	2016 F-150 XL Reg LWB 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23525.19			
38	2016 F-150 XL Super LWB 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$22283.26			
39	2016 F-150 XL Super LWB 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25748.93			
40	2016 F-150 XLT Crew LWB 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24438.21			
41	2016 F-150 XLT Crew LWB 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27903.53			
42	2016 F-250 XL Reg LWB 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$22167.58			
43	2016 F-250 XL Reg LWB 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24692.79			
44	2016 F-250 XL Super LWB 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$24258.88			
45	2016 F-250 XL Super LWB 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26791.53			
46	2016 F-250 XL Crew LWB 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25663.36			
47	2016 F-250 XL Crew LWB 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28191.01			
48	2016 F-350 XL Reg LWB SRW 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23349.16			
49	2016 F-350 XL Reg LWB SRW 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25677.82			
50	@(Substr ("2016 F-350 Reg LWB SRW 56" CA with an 8" Utility bed equal",1, 60))					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28444.32			



# MASTER AGREEMENT DETAILS

Master Agreement No: 16000000000000000309

MA Version: 1

Page: 3

Line	Description					
51	2016 F-350 XL Super LWB SRW 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25643.37			
52	2016 F-350 XL Super LWB SRW 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28172.57			
53	2016 F-350 XL Crew LWB SRW 2x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26448.39			
54	2016 F-350 XL Crew LWB SRW 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28977.05			
55	@(Substr ("2016 F-450 XL Crew LWB DRW 4x4 Cab Chassis with and 84""",1, 60))					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$36752.22			
56	@(Substr ("2016 F-550 Reg Cab 4x4 Gabe Chassis with an 84" CA Engine",1, 60))					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$34165.22			
57	2016 Explorer AWD Police with spotlight dual battery & Rear					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$30204.98			
58	2016 Jeep Wrangler Limited 4-door 4x4					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28441.6			
59	@(Substr ("2016 Dodge 1500 Reg 4x4 with an 8" bed",1, 60))					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26717.8			
60	@(Substr ("2016 Dodge 1500 Reg 2x4 with an 8" bed",1, 60))					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$22215.52			
61	@(Substr ("2016 Dodge 2500 Ext 4x4 with an 8" bed",1, 60))					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29615.62			
62	2016 Dodge 3500 Crew DRW Diesel 2x4 cab chassis with an					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$39621.82			
63	2016 Dodge Charger RT					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$28513			
64	2016 Chrysler 200 LX					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19688.98			

## OFFER AGREEMENT

**Solicitation #:** 203976

**Title:** Vehicles & Light Duty Trucks

### **1. INTENT:**

This document is intended to establish delivery/indefinite quantity master agreement(s) to provide Pima County with Vehicles & Light Duty Trucks, with unleaded fuel engines for sedans, vans, sport utility vehicles, and trucks, listed on Attachments A-E in quantities as the County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard Terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. This solicitation process will result in contracts specific to each Attachment A-E offer. This bid consists of five (5) vehicle/truck manufacturers which are named on **Attachments A-E**. Each Attachment lists a specific manufacturer. Award will be made to one (1) respondent per manufacturer/attachment who has submitted the lowest total bid amount for the vehicles & trucks identified for that manufacturer. All line items in each Attachment shall be bid. The County also reserves the right to make multiple awards or to award by individual line items or by group of line items to make an aggregate award, whichever is most advantageous to the County. In addition to the vehicles identified herein the County reserves the right to purchase manufacturers' models similar to the models listed. Additional models will be provided to the County per pricing established under item J. **Pricing**, Page 3 (bottom page #) of this document. Attachments (by manufacturer) are as follows:

Attachment A – Chevrolet-GM  
Attachment B – Ford  
Attachment C – Dodge-Chrysler-Jeep  
Attachment D – Toyota  
Attachment E – Hyundai

This procurement as identified in the solicitation shall be restricted to the Pima County Fleet Services Department.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions, this Offer Agreement, and Attachments A-E*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

### **2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:**

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension/renewal/revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

### **3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that they have one primary contact person available to Pima County.

1. Contractor shall maintain a factory authorized maintenance facility within the Tucson/Phoenix metropolitan areas (Service hours shall be from 8:00 A.M. to 5:00 P.M. Monday through Friday excluding Pima County Legal Holidays) or have specific agreements in force with a third party to provide local maintenance in Tucson, AZ. If applicable a document showing evidence of the third party agreement to provide necessary maintenance support shall be submitted with the bid.
2. The Contractor certifies that they are competent, responsible and possess any licenses required by regulating agencies to provide the materials and services identified by this agreement and have manufacturers approved training & certification to sell and maintain vehicles purchased by the County.

Documents submitted by **Contractor** satisfying Minimum Qualification requirements:

MQ #	MQ Name	Title of MQ Documents Submitted	# of Pages
1	Local Authorized Maintenance facility		
2	Licenses/Certifications		

## OFFER AGREEMENT

Solicitation #: 203976

Title: Vehicles & Light Duty Trucks

### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

#### A. Minimum Specifications:

All vehicles bid and identified on **Attachments A-E** shall include the following minimum equipment:

1. All standard factory equipment.
2. Automatic transmission – all vehicles and trucks.
3. Four (4) keys per vehicle and four (4) keyless entry fobs if equipped with the keyless entry feature.
4. Air conditioning (plus rear air conditioning on all passenger vans, and full size SUV's).
5. Cloth seats – all vehicle seats.
6. Full size spare tire and wheel to match O.E.M. on all trucks (except mini vans). All spares are to be a standard size tire with lowest priced wheel offered.
7. Anti slip differential for  $\frac{3}{4}$  and 1 ton two wheel drive pickup trucks.
8. Skid plate package and anti slip differential (four wheel drive vehicles).
9. Maximum cooling package.
10. Mirrors – manufacturer's maximum standard size.
11. Tinted Windows, Arizona legal requirement defined as 35% (light transmission) on the driver and passenger side windows and 20% on the rear side and rear windshield.
12. All weather mats, two (2) for the front floor and two (2) for the back floor.
13. All  $\frac{1}{2}$  ton trucks shall be the standard V8 offered. All trucks are to be bid as single rear wheel unless noted on specific truck description.
14. All 2500, 3500, F-250, F-350, and F-450 shall be equipped with Trailer/Tow Package.
15. All vehicles and trucks listed on Attachments A-E shall have unleaded fuel engines.

#### B. Minimum Requirements:

1. All Vehicles shall meet all the latest revised Federal Emission Standards, OSHA and Federal Safety Standards and Arizona Department of Transportation regulations.
2. All Vehicles offered shall be manufactured and/or assembled in the United States, if applicable.
3. All Vehicles shall be manufacturer's current model in production at time of delivery.
4. The warranty period shall be the standard manufacturer warranty for both parts and labor. Any additional Powertrain Warranty shall be standard for the manufacturer. Warranty repair and/or replacement will be at no additional charge to Pima County. During the standard manufacturer warranty period, towing the equipment to and from the repair facility will not be an additional charge to Pima County.
6. The following documents shall be provided to Pima County for each unit upon delivery: Operator's manuals.
7. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement; unless otherwise ordered in writing, the MSO shall show the owner /purchaser of the vehicle as:  
**Pima County Board of Supervisors  
1291 S. Mission Road  
Tucson, AZ 85713**
8. Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation installed by the manufacturer on equipment shall not be attached to any vehicle.
9. All vehicles offered in this bid must be equipped at minimum with an AM/FM radio and speakers.
10. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.
11. Contractor certifies that they have one primary contact person available to Pima County.

#### C. Vehicle Optional Equipment

Optional equipment for vehicles identified on this solicitation and any additional vehicles that may be procured via this solicitation shall be offered to the County at invoice list cost. The dealer's invoice shall be unaltered to include original pricing from the manufacturer. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. Note: all trucks listed on the pricing pages are listed as "Long Bed". Requests for a "Long Bed" are to be priced at invoice list cost. Dealers are to include a credit when Short Bed trucks are purchased.

#### D. Chassis Up-fit/Modification

Pima County may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific Pima County needs. For example, a chassis may require a specialized body (i.e.: dump body, utility body, crane body, rodder and etc.). Other cab and chassis may require interior and/or exterior modifications per Pima County's request. Pima County will supply the specifications to the contractor(s). The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to Pima County for review and acceptance before any work commences.

## OFFER AGREEMENT

**Solicitation #:** 203976

**Title:** Vehicles & Light Duty Trucks

### **E. Warranty**

Please describe the warranty offered by the manufacturer. Provide sufficient detail to describe the items covered and the terms of the warranty in miles and years. A comprehensive listing of all parts covered under warranty is also required. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects per the standard manufacturer warranty from the date of acceptance. This warranty shall cover such items as actual repair, labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to Pima County.

### **F. Vehicle Service Requirements:**

All delivered vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and, optional equipment shall be installed to ensure that the unit made ready for continuous operation per manufacturers specifications. Servicing shall include:

- A. Complete Lubrication.
- B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- C. Vehicle shall have a minimum of 10 gallons of fuel.
- D. Engine adjustment to proper operation condition.
- E. Tire inflation to correct pressure.
- F. Checking of all mechanical and electrical operations.
- G. Checking for any appearance defects.
- H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

### **G. Vehicle Deficiency Response**

Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If a delivered vehicle is returned to the contractor prior to acceptance for any reason, an additional period of seven (7) calendar days shall be allowed for inspection when subsequent deliveries occur.

### **H. Product Discontinuance**

The County may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues a product or model, the County at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the necessary documentation regarding the discontinued product, the authorized replacement, if applicable, pricing from manufacturer, and any other information County may need to authorize or deny substitution.

### **I. Alternative/ Flex Fuel Vehicles**

County orders for Alternative fuel / Flex fuel vehicles shall be provided at the same cost as regular fuel vehicles. If engine or other option upgrades are required to provide Alternative/Flex fuel vehicles to the County, contractors shall add the invoice cost for all additions to the cost of the standard fuel vehicle bid. Alternative/Flex fuel vehicles should be noted as such under each specific vehicle on the Attachment page.

### **J. Pricing**

Proposed Bid (contract) prices for models bid should be computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floor plan amounts) plus factory to dealer destination charge, plus/minus the bid amount which consists of manufacturer's bid assistance, other available concessions or incentives and dealer margin, Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed in this solicitation.

The total of above items shall be the proposed award price. This price shall be based on the vehicle being ordered from the factory. The contract price shall be firm for the award period, subject to the provisions in Phase II of the award.

Contractor shall indicate what type of discounts will be given to Pima County on Attachments A-E. Contractor shall provide a copy of the manufacture's invoice upon request.

### **K. Vehicle Awards Phase I and Phase II (including Purchases from Stock):**

Pima County will have two-phase contracts for vehicles. The intent of the two-phase contract is to allow County contract coverage for a full twelve (12) month period. Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades, which may be purchased during the term of the contract, shall be priced at "Invoice" cost. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. The dealer's invoice shall be unaltered to include original

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pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency.

### **L. Vehicle Pricing – Phase II or Purchase from Stock**

Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

Pima County has historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealer's cost as shown on the dealer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power train combination plus any dealer acquisition costs and dealer added option costs. Contractor shall provide a copy of manufacturer's Invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

Contractor shall indicate what type of discounts will be given to Pima County on **Attachments A-E**. Contractor shall provide a copy of the manufacture's invoice upon request.

### **M. Contractor shall check the Attachments you are submitting in this solicitation:**

A. \_\_\_\_\_ B. X C. X D. \_\_\_\_\_ E. \_\_\_\_\_

Respondent may not be award all bid(s) submitted. Pima County will award to low bid for each attachment.

### **N. Future purchase of vehicles and light duty trucks**

This solicitation allows, but is not limited to, the purchase of vehicles and trucks that integrate alternative fuels, advanced technology and other energy sources to power the engine. In addition to the vehicles identified herein the County reserves the right to purchase manufacturers' models similar to the models listed. Additional models will be provided to the County per pricing established under item J. **Pricing**, Page 3 (bottom page #) of this document.

## **5. OFFER ACCEPTANCE AND ORDER RELEASES:**

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

**Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) 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) or Delivery Order Maximo (DOM).**

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 in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

## **6. ACCEPTANCE OF GOODS AND SERVICES:**

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

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### 7. COMPENSATION & PAYMENT:

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. **ALL** Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: \_\_\_\_\_ % if payment tendered within \_\_\_\_\_ Days as above

The Master Agreement (MA) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's

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right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

### 8. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO), Delivery Order Maximo (DOM) or Contract.

Delivery will be made in accordance with the Delivery Order (DO), Delivery Order Maximo (DOM) or Contract and to the location(s) referenced on the Purchase Orders. Each site will have standing orders. Changes to the standing orders must be processed and delivered by the bidder within 24 hours after notification of the change. The notification time will be the County fax or email sent date and time.

Delivery location: Pima County Fleet Services, 1291 S. Mission Road, Tucson, Az., 85713.

If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

### 9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

### 10. OTHER DOCUMENTS

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No.203976 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

### 11. INSURANCE:

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- Garagekeepers Legal Liability - Direct Primary Coverage:

*Each Auto	\$ 500,000
*Each Occurrence	\$1,000,000

- The policy shall be endorsed to include direct primary Garagekeepers Legal Liability coverage.
- Policy shall be endorsed, per this written agreement, to include Products Liability.

### 12. PERFORMANCE BOND: NONE

### 13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	3-7-16	3	3-9-16	5	3-10-16
2	3-8-16	4	3-10-16	6	3-15-16

### 14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: Not applicable



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**15. BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** Tate Ford Lincoln Mercury INC

**BUSINESS ALSO KNOWN AS:** Tates Auto Center

**MAILING ADDRESS:** 1001 Navajo BLVD

**CITY/STATE/ZIP:** Holbrook Az 86025

**REMIT TO ADDRESS:** Same

**CITY/STATE/ZIP:** Same

**CONTACT PERSON NAME/TITLE:** Wayne A Bentley Commercial Account Manager/Government Sales

**PHONE:** 928-524-6268 ext 1264

**FAX:** 928-524-1770

**CONTACT PERSON EMAIL ADDRESS:** wayne.bentley at tatesautocenter.com

**EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:**

wayne.bentley at tatesautocenter.com

**CORPORATE HEADQUARTERS LOCATION:**

**STREET ADDRESS CITY, STATE, ZIP:** Same

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

**SIGNATURE:** 

**DATE:** 3-20-14

Wayne Bentley 92

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** \_\_\_\_\_

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**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)**

**1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

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### **10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

### **11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

### **12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

### **13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

### **14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

### **15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

### **16. ACCEPTANCE OF MATERIALS AND SERVICES:**

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

### **17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master

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Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

### **19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

### **20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

### **21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

### **22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

### **23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

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Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

### **24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

### **25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

### **26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must 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.

### **27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

### **28. PUBLIC INFORMATION:**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor **prior** to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

### **29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in

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additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

### **30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

### **31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

### **32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

### **33. TERMINATION:**

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

### **34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

### **35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

### **36. 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

### **37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

### **38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

### **39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms

## OFFER AGREEMENT

Solicitation #: 203976

Title: Vehicles & Light Duty Trucks

or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

### **40. 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 CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. 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.

### **41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

### **42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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.

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.

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.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article 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 insure 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."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

### **43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

# OFFER AGREEMENT

Solicitation #: 203976 Title: Vehicles & Light Duty Trucks REVISED V

## Attachment B: Ford

Item #	Ford Description	Est. Annual Usage Qty.	UOM	Unit Cost	Extended Cost
1	2016 Focus SE	2	EA	\$16,269.00	\$32,538.00
2	2016 Fusion I4S	10	EA	\$18,294.15	\$182,941.50
3	2016 Escape SE FWD	4	EA	\$20,942.54	\$83,770.16
4	2016 Expedition XL 2x4	2	EA	\$31,929.85	\$63,859.70
5	2016 Expedition XL 4x4	2	EA	\$34,523.50	\$69,047.00
6	2016 Explorer Base FWD V-6	6	EA	\$26,041.05	\$156,246.30
7	2016 Explorer Base 4x4 V-6	6	EA	\$27,884.75	\$167,308.50
8	2016 F-150 XL Reg. LWB 2x4	3	EA	\$21,282.28	\$63,846.84
9	2016 F-150 XL Reg. LWB 4x4	3	EA	\$23,252.19	\$69,756.57
10	2016 F-150 XL Super LWB 2x4	2	EA	\$22,283.26	\$44,566.52
11	2016 F-150 XL Super LWB 4x4	3	EA	\$25,748.93	\$77,246.79
12	2016 F-150 XL Crew LWB 2x4	2	EA	\$24,438.21	\$48,876.42
13	2016 F-150 XL Crew LWB 4x4	2	EA	\$27,903.53	\$55,807.06
14	2016 F-250 XL Reg. LWB 2x4	3	EA	\$22,167.58	\$66,502.74
15	2016 F-250 XL Reg. LWB 4x4	2	EA	\$24,692.79	\$49,385.58
16	2016 F-250 XL Super LWB 2x4	2	EA	\$24,258.88	\$48,517.76
17	2016 F-250 XL Super LWB 4x4	4	EA	\$26,791.53	\$107,166.12
18	2016 F-250 XL Crew LWB 2x4	2	EA	\$25,663.36	\$51,326.72
19	2016 F-250 XL Crew LWB 4x4	4	EA	\$28,191.01	\$112,764.04
20	2016 F-350 XL Reg. LWB SRW 2x4	2	EA	\$23,349.16	\$46,698.32
21	2016 F-350 XL Reg. LWB SRW 4x4	2	EA	\$25,677.82	\$51,355.64
22	2016 F-350 Reg. LWB SRW 56" CA with an 8" Utility bed Equal to (Knaheide model #696J service body)	3	EA	\$28,444.32	\$85,332.96
23	2016 F-350 XL Super LWB SRW 2x4	2	EA	\$25,643.37	\$51,286.74
24	2016 F-350 XL Super LWB SRW 4x4	2	EA	\$28,172.57	\$56,345.14
25	2016 F-350 XL Crew LWB SRW 2x4	2	EA	\$26,448.39	\$52,896.78
26	2016 F-350 XL Crew LWB SRW 4x4	2	EA	\$28,977.05	\$57,954.10
27	2016 F-450 XL Crew LWB DRW 4x4 Cab-Chassis with an 84" CA Gas Engine	1	EA	\$36,752.22	\$36,752.22
28	2016 F-550 Reg Cab 4x4 Cab-Chassis with an 84" CA Gas Engine	4	EA	\$34,165.22	\$136,660.88
29	2016 Explorer AWD Police with spotlight, dual battery, and rear A/C	5	EA	\$30,204.98	\$151,024.90
30	Contractor/Dealer will submit a quote for all models requested that are not on price list page and show/state discounted price offered.				
Attachment B				BID TOTAL \$2,277,782.00	

Credit for Bed Delete \$297\_ Credit for Short Bed (\$185)\_ Cost for Trailer Brake \$230





Solicitation #: 203976

**OFFER AGREEMENT**

Title: Vehicles & Light Duty Trucks

REVISED V

**Attachment C: Dodge-Chrysler-Jeep**

Item #	Chrysler/JEEP/Dodge Description	Est. Annual Usage Qty.	UO M	Unit Cost	Extended Cost
1	2016 Jeep Wrangler Limited 4-door 4x4	2	EA	\$28,441.60	\$56,883.20
2	2016 Dodge 1500 Reg. 4x4 with an 8" bed	3	EA	\$26,717.80	\$80,153.40
3	2016 Dodge 1500 Reg. 2x4 with an 8" bed	4	EA	\$22,215.52	\$88,862.08
4	2016 Dodge 2500 Ext. 4x4 with an 8" bed	3	EA	\$29,615.62	\$88,846.86
5	2016 Dodge 3500 Crew DRW Diesel 2x4 Cab-Chassis with an 84" CA**	2	EA	\$39,621.82	\$79,243.64
6	2016 Dodge Charger RT	2	EA	\$28,513.00	\$57,026.00
7	2016 Chrysler 200 LX	3	EA	\$19,688.98	\$59,066.94
8	2016 Dodge 3500 High Roof Van***	2	EA	NB	NB
9	Contractor/Dealer will submit a quote for all models requested list page and show/state discounted price offered.				
Attachment C BID TOTAL \$					\$510,082.12

Credit for Bed Delete \$350

Credit For Short Bed (\$185) Cost for brake controller \$170

\*\* 84" CA Not available on 3500 Crew Cab Chassis. Quoted 60" CA

\*\*\* We can not supply bid for ProMaster 3500. Part of BusinessLink Franchise

**TATE'S**  
AUTO GROUP

**Jeep**



**RAM**

**DODGE**





# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 16000000000000000310

MA Version: 1

Page: 1

Description: Vehicles & Light Duty Trucks Only for Toyota & Hyundai IFB

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Pima County Procurement Department  
130 W. Congress St. 3rd Fl  
Tucson AZ 85701

Issued By: CECILIA MURCH  
Phone: 5207245917  
Email: Cecilia.Murch@pima.gov

T  
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Initiation Date: 05-18-2016

Expiration Date: 05-17-2017

NTE Amount: \$1,100,000.00

Used Amount: \$0.00

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RP AUTOMOTIVE INC  
  
2010 E GARVEY AVE S  
  
WEST COVINA CA 91791

Contact: ROY DURHAM  
Phone: 800-245-4541  
Email: rdurham@rpautomotive.com  
Terms: 0.0000 %  
Days: 30

### Shipping Method:

Delivery Type: STANDARD GROUND

FOB: FOB Dest, Freight Prepaid

### Modification Reason

Award of Contract effective 05/18/2016 in an annual award amount of \$1,100,000.00. Attachments: Notice of Recommendation of Award, Offer Agreement and Board of Supervisors' Award documents

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: 16000000000000000310

MA Version: 1

Page: 2

Line	Description					
66	2016 PRIUS HYBRID BASE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23750			
67	2016 Camry LE 4-Door					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21550			
68	2016 Camry LE HYBRID 4-Door					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25250			
69	2016 Sienna 7-passenger Van					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26950			
70	2016 Tacoma 2x4 Ext cab					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25850			
71	2016 Tacoma 4x4 Ext cab					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$26850			
72	2016 Sonata SE					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$19950			
73	2016 Sonata Sport					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$21455			
74	2016 Santa Fe Sport FWD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$23565			
75	2016 Santa Fe Sport AWD					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25350			

## OFFER AGREEMENT

Solicitation #: 203976

Title: Vehicles & Light Duty Trucks

### 1. INTENT:

This document is intended to establish delivery/indefinite quantity master agreement(s) to provide Pima County with Vehicles & Light Duty Trucks, with unleaded fuel engines for sedans, vans, sport utility vehicles, and trucks, listed on Attachments A-E in quantities as the County may order from time to time by issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard Terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to County. This solicitation process will result in contracts specific to each Attachment A-E offer. This bid consists of five (5) vehicle/truck manufacturers which are named on Attachments A-E. Each Attachment lists a specific manufacturer. Award will be made to one (1) respondent per manufacturer/attachment who has submitted the lowest total bid amount for the vehicles & trucks identified for that manufacturer. All line items in each Attachment shall be bid. The County also reserves the right to make multiple awards or to award by individual line items or by group of line items to make an aggregate award, whichever is most advantageous to the County. In addition to the vehicles identified herein the County reserves the right to purchase manufacturers' models similar to the models listed. Additional models will be provided to the County per pricing established under item J. Pricing, Page 3 (bottom page #) of this document. Attachments (by manufacturer) are as follows:

- Attachment A – Chevrolet-GM
- Attachment B – Ford
- Attachment C – Dodge-Chrysler-Jeep
- Attachment D – Toyota
- Attachment E – Hyundai

This procurement as identified in the solicitation shall be restricted to the Pima County Fleet Services Department.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions, this Offer Agreement, and Attachments A-E*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

### 2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the agreement will be for a one-year period and include four (4) one-year renewals that may be exercised upon the written agreement of the parties, as set forth below.

Proposed extension/renewal/revisions to the contract shall be made through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to proposed revised terms, conditions and/or specifications within ten (10) calendar days of issuance by County shall signify acceptance by Contractor and the amendment shall be binding upon the parties, effective on the date of issuance.

### 3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that they have one primary contact person available to Pima County.

1. Contractor shall maintain a factory authorized maintenance facility within the Tucson/Phoenix metropolitan areas (Service hours shall be from 8:00 A.M. to 5:00 P.M. Monday through Friday excluding Pima County Legal Holidays) or have specific agreements in force with a third party to provide local maintenance in Tucson, AZ. If applicable a document showing evidence of the third party agreement to provide necessary maintenance support shall be submitted with the bid.
2. The Contractor certifies that they are competent, responsible and possess any licenses required by regulating agencies to provide the materials and services identified by this agreement and have manufacturers approved training & certification to sell and maintain vehicles purchased by the County.

Documents submitted by Contractor satisfying Minimum Qualification requirements:

MQ #	MQ Name	Title of MQ Documents Submitted	# of Pages
1	Local Authorized Maintenance facility	DESERT TOYOTA 7150 E 22nd ST TUCSON Jim CLICK HYUNDAI 6420 E 22nd ST TUCSON	
2	Licenses/Certifications		

## OFFER AGREEMENT

Solicitation #: 203976

Title: Vehicles & Light Duty Trucks

### **4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

#### **A. Minimum Specifications:**

All vehicles bid and identified on Attachments A-E shall include the following minimum equipment:

1. All standard factory equipment.
2. Automatic transmission – all vehicles and trucks.
3. Four (4) keys per vehicle and four (4) keyless entry fobs if equipped with the keyless entry feature.
4. Air conditioning (plus rear air conditioning on all passenger vans, and full size SUV's).
5. Cloth seats – all vehicle seats.
6. Full size spare tire and wheel to match O.E.M. on all trucks (except mini vans). All spares are to be a standard size tire with lowest priced wheel offered.
7. Anti slip differential for ¾ and 1 ton two wheel drive pickup trucks.
8. Skid plate package and anti slip differential (four wheel drive vehicles).
9. Maximum cooling package.
10. Mirrors – manufacturer's maximum standard size.
11. Tinted Windows, Arizona legal requirement defined as 35% (light transmission) on the driver and passenger side windows and 20% on the rear side and rear windshield.
12. All weather mats, two (2) for the front floor and two (2) for the back floor.
13. All ½ ton trucks shall be the standard V8 offered. All trucks are to be bid as single rear wheel unless noted on specific truck description.
14. All 2500, 3500, F-250, F-350, and F-450 shall be equipped with Trailer/Tow Package.
15. All vehicles and trucks listed on Attachments A-E shall have unleaded fuel engines.

#### **B. Minimum Requirements:**

1. All Vehicles shall meet all the latest revised Federal Emission Standards, OSHA and Federal Safety Standards and Arizona Department of Transportation regulations.
2. All Vehicles offered shall be manufactured and/or assembled in the United States, if applicable.
3. All Vehicles shall be manufacturer's current model in production at time of delivery.
4. The warranty period shall be the standard manufacturer warranty for both parts and labor. Any additional Powertrain Warranty shall be standard for the manufacturer. Warranty repair and/or replacement will be at no additional charge to Pima County. During the standard manufacturer warranty period, towing the equipment to and from the repair facility will not be an additional charge to Pima County.
6. The following documents shall be provided to Pima County for each unit upon delivery: Operator's manuals.
7. M.S.O. (Manufacturer Statement of Origin) - must include the odometer statement; unless otherwise ordered in writing, the MSO shall show the owner/purchaser of the vehicle as:  

**Pima County Board of Supervisors  
1291 S. Mission Road  
Tucson, AZ 85713**
8. Decals or markings of any type pertaining to advertisement other than the manufacturer's name or model designation installed by the manufacturer on equipment shall not be attached to any vehicle.
9. All vehicles offered in this bid must be equipped at minimum with an AM/FM radio and speakers.
10. All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.
11. Contractor certifies that they have one primary contact person available to Pima County.

#### **C. Vehicle Optional Equipment**

Optional equipment for vehicles identified on this solicitation and any additional vehicles that may be procured via this solicitation shall be offered to the County at Invoice list cost. The dealer's invoice shall be unaltered to include original pricing from the manufacturer. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. Note: all trucks listed on the pricing pages are listed as "Long Bed". Requests for a "Long Bed" are to be priced at invoice list cost. Dealers are to include a credit when Short Bed trucks are purchased.

#### **D. Chassis Up-fit/Modification**

Pima County may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific Pima County needs. For example, a chassis may require a specialized body (i.e.: dump body, utility body, crane body, rodder and etc.). Other cab and chassis may require interior and/or exterior modifications per Pima County's request. Pima County will supply the specifications to the contractor(s). The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to Pima County for review and acceptance before any work commences.

## OFFER AGREEMENT

**Solicitation #:** 203976

**Title:** Vehicles & Light Duty Trucks

### **E. Warranty**

Please describe the warranty offered by the manufacturer. Provide sufficient detail to describe the items covered and the terms of the warranty in miles and years. A comprehensive listing of all parts covered under warranty is also required. At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects per the standard manufacturer warranty from the date of acceptance. This warranty shall cover such items as actual repair, labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to Pima County.

### **F. Vehicle Service Requirements:**

All delivered vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and, optional equipment shall be installed to ensure that the unit made ready for continuous operation per manufacturers specifications. Servicing shall include:

- A. Complete Lubrication.
- B. Checking of all fluid levels to insure that they are filled to the manufacturer's recommended capacity.
- C. Vehicle shall have a minimum of 10 gallons of fuel.
- D. Engine adjustment to proper operation condition.
- E. Tire inflation to correct pressure.
- F. Checking of all mechanical and electrical operations.
- G. Checking for any appearance defects.
- H. Cleaning, removal of all unnecessary tags and stickers, washing if necessary.

### **G. Vehicle Deficiency Response**

Each item delivered shall be subject to a complete inspection by the ordering agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Ten (10) calendar days shall be allowed for this process. If a delivered vehicle is returned to the contractor prior to acceptance for any reason, an additional period of seven (7) calendar days shall be allowed for inspection when subsequent deliveries occur.

### **H. Product Discontinuance**

The County may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that the manufacturer discontinues a product or model, the County at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the necessary documentation regarding the discontinued product, the authorized replacement, if applicable, pricing from manufacturer, and any other information County may need to authorize or deny substitution.

### **I. Alternative/ Flex Fuel Vehicles**

County orders for Alternative fuel / Flex fuel vehicles shall be provided at the same cost as regular fuel vehicles. If engine or other option upgrades are required to provide Alternative/Flex fuel vehicles to the County, contractors shall add the invoice cost for all additions to the cost of the standard fuel vehicle bid. Alternative/Flex fuel vehicles should be noted as such under each specific vehicle on the Attachment page.

### **J. Pricing**

Proposed Bid (contract) prices for models bid should be computed as follows:

Triple Net Price (defined as factory invoice price less holdbacks, advertising and finance/floor plan amounts) plus factory to dealer destination charge, plus/minus the bid amount which consists of manufacturer's bid assistance, other available concessions or incentives and dealer margin, Plus options (at triple net) necessary to configure vehicles per Vehicle Equipment Requirements listed in this solicitation.

The total of above items shall be the proposed award price. This price shall be based on the vehicle being ordered from the factory. The contract price shall be firm for the award period, subject to the provisions in Phase II of the award.

Contractor shall indicate what type of discounts will be given to Pima County on Attachments A-E. Contractor shall provide a copy of the manufacture's invoice upon request.

### **K. Vehicle Awards Phase I and Phase II (including Purchases from Stock):**

Pima County will have two-phase contracts for vehicles. The intent of the two-phase contract is to allow County contract coverage for a full twelve (12) month period. Phase I will take effect upon award of this Invitation to Bid and shall expire on the factory cut-off date.

Additional manufacturer options or upgrades, which may be purchased during the term of the contract, shall be priced at "Invoice" cost. Contractor shall also offer all option package discounts or additional factory incentives that may be available to contract users at the time purchase order is placed. The dealer's invoice shall be unaltered to include original

## OFFER AGREEMENT

Solicitation #: 203976

Title: Vehicles & Light Duty Trucks

pricing from the manufacturer. Options will be added or deleted accordingly. Failure to price in this manner may be cause for contract cancellation.

Additional non-manufacturer accessories, options or upgrades to be purchased from the Contractor for installation on a vehicle purchased under this contract shall be priced at documented dealer's cost with no additional profit. The justification for these costs is at the discretion of the ordering agency.

### L. Vehicle Pricing – Phase II or Purchase from Stock

Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which will be effective upon the expiration date of Phase I and will expire upon the award of the succeeding year vehicle contract.

Pima County has historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

The Phase II, or purchase from stock, contract price for the vehicles will be the dealer's cost as shown on the dealer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power train combination plus any dealer acquisition costs and dealer added option costs. Contractor shall provide a copy of manufacturer's invoice to the ordering agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation.

Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering agency.

Contractor shall indicate what type of discounts will be given to Pima County on Attachments A-E. Contractor shall provide a copy of the manufacture's invoice upon request.

### M. Contractor shall check the Attachments you are submitting in this solicitation:

A. 1      B. 2      C. 3      D. 4      E. 5

Respondent may not be award all bid(s) submitted. Pima County will award to low bid for each attachment.

### N. Future purchase of vehicles and light duty trucks

This solicitation allows, but is not limited to, the purchase of vehicles and trucks that integrate alternative fuels, advanced technology and other energy sources to power the engine. In addition to the vehicles identified herein the County reserves the right to purchase manufacturers' models similar to the models listed. Additional models will be provided to the County per pricing established under item J. Pricing, Page 3 (bottom page #) of this document.

## 5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by Issue of Delivery Order (DO) or Delivery Order Maximo (DOM) documents. Order documents will be furnished to Contractor via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) or Delivery Order Maximo (DOM) 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) or Delivery Order Maximo (DOM).

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 in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

## 6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

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### 7. COMPENSATION & PAYMENT:

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) or Contract number under which the services or products were ordered. ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Purchase Order (PO), Delivery Order (DO) or Delivery Order Maximo (DOM) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: \_\_\_\_\_ % If payment tendered within \_\_\_\_\_ Days as above

The Master Agreement (MA) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* ("F.O.B. Destination"), delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are DIRECTLY applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

**Price Escalation.** All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's



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right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

### 8. DELIVERY:

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Delivery Order (DO), Delivery Order Maximo (DOM) or Contract.

Delivery will be made in accordance with the Delivery Order (DO), Delivery Order Maximo (DOM) or Contract and to the location(s) referenced on the Purchase Orders. Each site will have standing orders. Changes to the standing orders must be processed and delivered by the bidder within 24 hours after notification of the change. The notification time will be the County fax or email sent date and time.

Delivery location: Pima County Fleet Services, 1291 S. Mission Road, Tucson, Az., 85713.

If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

### 9. TAXES, FEES, EXPENSES:

Articles sold to COUNTY are exempt from federal excise taxes. COUNTY is subject to State and City sales tax. COUNTY will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless expressly included in the contract and itemized by the solicitation documents.

### 10. OTHER DOCUMENTS

Contractor and COUNTY in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No.203976 including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and on other information and documents submitted by Contractor's response to County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

### 11. INSURANCE:

The CONTRACTOR'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- Garagekeepers Legal Liability - Direct Primary Coverage:

*Each Auto	\$ 500,000
*Each Occurrence	\$1,000,000

- The policy shall be endorsed to include direct primary Garagekeepers Legal Liability coverage.
- Policy shall be endorsed, per this written agreement, to include Products Liability.

### 12. PERFORMANCE BOND: NONE

### 13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that the following solicitation addenda have been incorporated in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date
1	3/7/16	2	3/8/16	3	3/9/16
4	3/10/16	5	3/10/16		

### 14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: Not applicable

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15. BID/OFFER CERTIFICATION:

**RP Automotive**

CONTRACTOR LEGAL NAME: \_\_\_\_\_

BUSINESS ALSO KNOWN AS: RP AUTOMOTIVE

MAILING ADDRESS: 2010 E. Garvey South  
West Covina, CA 91791

CITY/STATE/ZIP: \_\_\_\_\_

REMIT TO ADDRESS: RP AUTOMOTIVE  
2010 E. Garvey South  
West Covina, CA 91791

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: Roy G. Durham Jr.  
Corp./Gov't Fleet Director

PHONE: 800 626-926 8314 FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: rdurham@socalpenske.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

rdurham@socalpenske.com

CORPORATE HEADQUARTERS LOCATION:

STREET ADDRESS CITY, STATE, ZIP: RP AUTOMOTIVE  
2010 E. Garvey South  
West Covina, CA 91791

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a Master Agreement (MA) or Purchase Order (PO) document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that will require Contractor to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: \_\_\_\_\_

DATE: 3/15/16

Roy G. Durham Jr.  
Corp./Gov't Fleet Director

PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 626 926 8314 rdurham@socalpenske.com

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**PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)**

**1. OPENING:**

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

**2. EVALUATION:**

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

**3. AWARD NOTICE:**

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

**4. AWARD:**

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

**7. INTERPRETATION and APPLICABLE LAW:**

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be satisfactory and free from defects.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo (DOM) revision or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

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### **10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

### **11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

### **12. SPECIFICATION CHANGES:**

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

### **13. INSPECTION:**

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

### **14. SHIPPING TERMS:**

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

### **15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

### **16. ACCEPTANCE OF MATERIALS AND SERVICES:**

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

### **17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights of COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master

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Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

### **19. COOPERATIVE USE OF RESULTING CONTRACT:**

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

### **20. PATENT INDEMNITY:**

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

### **21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

### **22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

### **23. COMPLIANCE WITH LAWS:**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

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Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

### **24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

### **25. CONFLICT OF INTEREST:**

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

### **26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must 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.

### **27. NON-APPROPRIATION OF FUNDS:**

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

### **28. PUBLIC INFORMATION:**

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

### **29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in

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additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

### **30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

### **31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

### **32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

### **33. TERMINATION:**

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

### **34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

### **35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

### **36. 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 at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

### **37. COUNTERPARTS:**

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

### **38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

### **39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms

## OFFER AGREEMENT

Solicitation #: 203976

Title: Vehicles & Light Duty Trucks

or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

### **40. 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 CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. 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.

### **41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

### **42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

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.

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.

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.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article 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 insure 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."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

### **43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**



Solicitation #: 203976

**OFFER AGREEMENT**  
**Title: Vehicles & Light Duty Trucks**

REVISED IV

**Attachment A: Chevrolet/GM**

Item #	Chevrolet/GMC Description	Est. Usage Qty.	UOM	Unit Cost	Extended Cost
1	Impala LS w/1FL 4 cyl.	4	EA	\$	\$
2	Malibu LS w/1FL 4 cyl.	4	EA	\$	\$
3	Caprice Police Base Pkg. with spot light and dual batteries	2	EA	\$	\$
4	Cruze LS- 4-Door	2	EA	\$	\$
5	Equinox LS FWD	2	EA	\$	\$
6	Colorado Ext. Cab 2WD 2WT	2	EA	\$	\$
7	Colorado Ext. Cab 4WD 4WT	2	EA	\$	\$
8	Silverado 1500 2WD Reg. LB 5.3L V-8	2	EA	\$	\$
9	Silverado 1500 4WD Reg. LB 5.3L V-8	2	EA	\$	\$
10	Silverado 1500 2WD Ext. SB 5.3L V-8	2	EA	\$	\$
11	Silverado 1500 4WD Ext. SB 5.3L V-8	3	EA	\$	\$
12	Silverado 1500 2WD Crew SB 5.3L V-8	2	EA	\$	\$
13	Silverado 1500 4WD Crew SB 5.3L V-8	3	EA	\$	\$
14	Silverado 2500 2WD Reg. LB 6.0L V-8	2	EA	\$	\$
15	Silverado 2500 4WD Reg. LB 6.0L V-8	2	EA	\$	\$
16	Silverado 2500 2WD Ext. LB 6.0L V-8	2	EA	\$	\$
17	Silverado 2500 4WD Ext. LB 6.0L V-8	2	EA	\$	\$
18	Silverado 2500 2WD Crew LB 6.0L V-8	2	EA	\$	\$
19	Silverado 2500 4WD Crew LB 6.0L V-8	2	EA	\$	\$
20	Silverado 3500 2WD Reg. LB 6.0L V-8	5	EA	\$	\$
21	Silverado 3500 2WD DRW Reg. bed delete SRW LWB 6.0L Utility bed, H-Style Equal to (Knapheide model # 696J)	3	EA	\$	\$
22	Silverado 3500 2WD Reg 84" CA Chassis 11 foot Utility bed Equal to (UTB#132-QC-HD) with an AutoCrane (3202 series) with manual out riggers.	1	EA	\$	\$
23	Silverado 3500 4WD Reg. LB 6.0L V-8	2	EA	\$	\$
24	Silverado 3500 2WD Ext. LB 6.0L V-8	3	EA	\$	\$
25	Silverado 3500 4WD Ext. LB 6.0L V-8	3	EA	\$	\$
26	Silverado 3500 2WD Crew LB 6.0L V-8	2	EA	\$	\$
27	Silverado 3500 4WD Crew LB 6.0L V-8	2	EA	\$	\$
28	Tahoe PPV 2WD 5.3L with spot light, dual battery, and rear A/C	35	EA	\$	\$
29	Tahoe SSV 4WD 5.3L with spot light, dual battery, and rear A/C	10	EA	\$	\$
30	Contractor/Dealer will submit a quote for all models requested that are not on price list page and show/state discounted price offered.				
<b>Attachment A</b>				<b>BID TOTAL</b>	\$

Credit for Bed Delete\$ \_\_\_\_\_ Credit for Short Bed \$ \_\_\_\_\_ Cost for Trailer Brake \$ \_\_\_\_\_

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**OFFER AGREEMENT**  
**Title: Vehicles & Light Duty Trucks**

REVISED IV

**Attachment B: Ford**

Item #	Ford Description	Est. Annual Usage Qty.	UOM	Unit Cost	Extended Cost
1	2016 Focus SE	2	EA	\$	\$
2	2016 Fusion I4S	10	EA	\$	\$
3	2016 Escape SE FWD	4	EA	\$	\$
4	2016 Expedition XL 2x4	2	EA	\$	\$
5	2016 Expedition XL 4x4	2	EA	\$	\$
6	2016 Explorer Base FWD V-6	6	EA	\$	\$
7	2016 Explorer Base 4x4 V-6	6	EA	\$	\$
8	2016 F-150 XL Reg. LWB 2x4	3	EA	\$	\$
9	2016 F-150 XL Reg. LWB 4x4	3	EA	\$	\$
10	2016 F-150 XL Super LWB 2x4	2	EA	\$	\$
11	2016 F-150 XL Super LWB 4x4	3	EA	\$	\$
12	2016 F-150 XL Crew LWB 2x4	2	EA	\$	\$
13	2016 F-150 XL Crew LWB 4x4	2	EA	\$	\$
14	2016 F-250 XL Reg. LWB 2x4	3	EA	\$	\$
15	2016 F-250 XL Reg. LWB 4x4	2	EA	\$	\$
16	2016 F-250 XL Super LWB 2x4	2	EA	\$	\$
17	2016 F-250 XL Super LWB 4x4	4	EA	\$	\$
18	2016 F-250 XL Crew LWB 2x4	2	EA	\$	\$
19	2016 F-250 XL Crew LWB 4x4	4	EA	\$	\$
20	2016 F-350 XL Reg. LWB SRW 2x4	2	EA	\$	\$
21	2016 F-350 XL Reg. LWB SRW 4x4	2	EA	\$	\$
22	2016 F-350 Reg. LWB SRW 56" CA with an 8" Utility bed Equal to (Knaheide model # 696J service body)	3	EA	\$	\$
23	2016 F-350 XL Super LWB SRW 2x4	2	EA	\$	\$
24	2016 F-350 XL Super LWB SRW 4x4	2	EA	\$	\$
25	2016 F-350 XL Crew LWB SRW 2x4	2	EA	\$	\$
26	2016 F-350 XL Crew LWB SRW 4x4	2	EA	\$	\$
27	2016 F-450 XL Crew LWB DRW 4x4 Cab-Chassis with an 84" CA Gas Engine	1	EA	\$	\$
28	2016 F-550 Reg Cab 4x4 Cab-Chassis with an 84" CA Gas Engine	4	EA	\$	\$
29	2016 Explorer AWD Police with spot light, dual battery, and rear A/C	5	EA	\$	\$
30	Contractor/Dealer will submit a quote for all models requested that are not on price list page and show/state discounted price offered.				
<b>Attachment B</b>				<b>BID TOTAL</b>	\$

Credit for Bed Delete\$ \_\_\_\_\_ Credit for Short Bed \$ \_\_\_\_\_ Cost for Trailer Brake \$ \_\_\_\_\_

## Attachment C: Dodge-Chrysler- Jeep

Item #	Chrysler/Jeep/Dodge Description	Est. Annual Usage Qty.	UOM	Unit Cost	Extended Cost
1	2016 Jeep Wrangler Limited 4-door 4x4	2	EA	\$	\$
2	2016 Dodge 1500 Reg. 4x4 with an 8" bed	3	EA	\$	\$
3	2016 Dodge 1500 Reg. 2x4 with an 8" bed	4	EA	\$	\$
4	2016 Dodge 2500 Ext. 4x4 with an 8" bed	3	EA	\$	\$
5	2016 Dodge 3500 Crew DRW Diesel 2x4 Cab-Chassis with an 84" CA	2	EA	\$	\$
6	2016 Dodge Charger RT	2	EA	\$	\$
7	2016 Chrysler 200 LX	3	EA	\$	\$
8	2016 Dodge 3500 High Roof Van	2	EA	\$	\$
9	Contractor/Dealer will submit a quote for all models requested that are not on price list page and show/state discounted price offered.				
Attachment C				BID TOTAL	\$

Credit for Bed Delete\$ \_\_\_\_\_ Credit for Short Bed \$ \_\_\_\_\_ Cost for Trailer Brake \$ \_\_\_\_\_

## Attachment D: Toyota

Item #	Toyota Description	Est. Annual Usage Qty.	UOM	Unit Cost	Extended Cost
1	2016 PRIUS HYBRID BASE	10	EA	\$ 23,750. <sup>00</sup>	\$ 237,500. <sup>00</sup>
2	2016 Camry LE 4-Door	4	EA	\$ 21,550. <sup>00</sup>	\$ 86,200. <sup>00</sup>
3	2016 Camry LE HYBRID 4-Door	2	EA	\$ 25,250. <sup>00</sup>	\$ 50,500. <sup>00</sup>
4	2016 Sienna 7-passenger Van	2	EA	\$ 26,950. <sup>00</sup>	\$ 53,900. <sup>00</sup>
5	2016 Tacoma 2x4 Ext cab	6	EA	\$ 25,850. <sup>00</sup>	\$ 155,100. <sup>00</sup>
6	2016 Tacoma 4x4 Ext cab	4	EA	\$ 26,850. <sup>00</sup>	\$ 107,400. <sup>00</sup>
7	Contractor/Dealer will submit a quote for all models requested that are not on price list page and show/state discounted price offered.				
Attachment D				BID TOTAL	\$ 690,600. <sup>00</sup>

*Tax & Registration  
Paid by Platte County.*

Solicitation #: 203976

**OFFER AGREEMENT**  
**Title: Vehicles & Light Duty Trucks**

REVISED IV

**Attachment E: Hyundai**

Item #	Hyundai Description	Est. Annual Usage Qty.	UOM	Unit Cost	Extended Cost
1	2016 Sonata SE	10	EA	\$ 19,950. <sup>00</sup>	\$ 199,500. <sup>00</sup>
2	2016 Sonata Sport	4	EA	\$ 21,455. <sup>00</sup>	\$ 85,820. <sup>00</sup>
3	2016 Santa Fe Sport FWD	2	EA	\$ 23,565. <sup>00</sup>	\$ 47,130. <sup>00</sup>
4	2016 Santa Fe Sport AWD	2	EA	\$ 25,350. <sup>00</sup>	\$ 50,700. <sup>00</sup>
5	Contractor/Dealer will submit a quote for all models requested that are not on price list page and show/state discounted price offered.				
Attachment E <i>TAXES &amp; REGISTRATION PAID BY PINA COUNTY</i>				BID TOTAL	\$ 383,150. <sup>00</sup>

2016 SONATA HYBRID \$22,850 EACH



Lic. No.: 45419

Date Issued: JUL 1, 2014

VEHICLE DEALER

Expiration Date: JUN 30, 2016

This license is valid for the period indicated above. This license shall be signed and displayed in the office at the address shown below, pursuant to the California Vehicle Code.

ISSUED TO  
VALID ONLY AT  
RP AUTOMOTIVE INC.  
2010 E GARVEY AVE SOUTH STE A  
WEST COVINA CA 91791

WHLRLR  
BROKER

License must be renewed prior to expiration date pursuant to California Vehicle Code Sections 11105, 11105.6, 11204, 11410, 11506, 11620 or 11717.

FORM CONTROL NO. 1186887

*Kathleen m B*  
SIGNATURE OF LICENSEE

**BUSINESS LICENSE CERTIFICATE**

This license is issued without verification that the licensee is subject to or exempt from licensing by the State of California. This license does not constitute a permit to operate a business in violation of any law or ordinance.

**BUSINESS NAME:** R-P Automotive, Inc.  
**BUSINESS LOCATION:** 2010 E GARVEY AVENUE SOUTH STE A  
WEST COVINA, CA 91791  
**BUSINESS OWNER(S):** Roger Penske Jr.

R P AUTOMOTIVE, INC  
2010 E GARVEY AVENUE SOUTH STE A  
WEST COVINA, CA 91791

PLEASE POST IN A CONSPICUOUS PLACE

**CITY OF WEST COVINA**

1444 West Garvey Avenue  
West Covina, CA 91790  
(626) 939-8447  
[www.westcovina.org](http://www.westcovina.org)

**RATE:** Professional Services  
**DESCRIPTION:** PROFESSIONAL

**License Number:** 21823  
**Effective Date:** January 01, 2015  
**Expiration Date:** December 31, 2015

By:

  
Finance Director

**IMPORTANT**

This information is  
confidential.

Please fold on line before  
posting.

←  
**Processing Fee:** \$ 1.00  
**License Fee:** \$ 85.50  
**Total Paid:** \$ 86.50