



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☒ Award ☐ Contract ☐ Grant

Requested Board Meeting Date: August 6, 2019

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

RDO Construction Equipment Co. (Headquarters: Fargo, ND)

***Project Title/Description:**

Heavy Industrial John Deere Construction Equipment

***Purpose:**

Award: Master Agreement No. MA-PO-20-2. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$400,000.00 (including sales tax) and includes four (4) one-year renewal options.

Administering Department: Fleet Services

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 19-276 is recommended to RDO Construction Equipment Co., which has accepted the terms of the County's Offer Agreement. In this contract year, the purchase of two (2) wheel loaders is planned. The annual award amount will allow for future replacements if budgeted.

PRCUID: 341356

Attachment: Master Agreement

***Program Goals/Predicted Outcomes:**

Provide various John Deere Equipment to maintain standardization and uniformity of County equipment. Equipment operators have familiarity with machine operation and safety. Fleet technicians have mechanical knowledge of equipment.

***Public Benefit:**

Standardization of equipment permits sharing among the various Pima County departments without requiring additional training, operation instruction, technical and mechanical knowledge, and less parts inventory for the same loader.

***Metrics Available to Measure Performance:**

Measure operating hours and monitor downtime of John Deere equipment due to repairs and service.

***Retroactive:**

No

To COB: 7/12/19 (1)

Vers: 1

Pgs: 22

Procure Dept 07/12/19 PM01:41

20190712 PM01:41 ACB

Contract / Award InformationDocument Type: MA Department Code: PO Contract Number (i.e., 15-123): 20-2Effective Date: 08/06/2019 Termination Date: 08/05/2020 Prior Contract Number (Synergen/CMS): _____☒ Expense Amount: \$* 400,000.00 ☐ Revenue Amount: \$ _____***Funding Source(s) required:** Fleet Services OperationsFunding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No***Is the Contract to a vendor or subrecipient?** _____Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval

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

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

Amendment / Revised Award Information

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

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____Is there revenue included? ☐ Yes ☐ No If Yes \$ _____***Funding Source(s) required:** _____Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

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

Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____***All Funding Source(s) required:** _____***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____***Funding Source:** _____***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?** _____Contact: Maria Julia Canizales, CPPB 7/5/19Department: Procurement 7/5/19 Telephone: 724-8167Department Director Signature/Date: [Signature] 7-9-2019Deputy County Administrator Signature/Date: [Signature] 7-10-19County Administrator Signature/Date: [Signature] 7/10/19
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES
CONTRACT EXECUTION

Master Agreement No: 20000000000000000002

MA Version: 1

Page: 1 of 2

Description: Heavy Industrial John Deere Construction Equipment

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 08-06-2019
	130 W. Congress St. 3rd Fl		Expiration Date: 08-05-2020
	Tucson AZ 85701		
	Issued By: MARIA CANIZALES		
	Phone: 5207248167		
	Email: maria.canizales@pima.gov		

V E N D O R	RDO Construction Equipment CO	Contact: LISA ROBERTS
	DBA: RDO Equipment CO	Phone: 520-294-5262
	5051 S OUTLET CENTER DR	Email: lroberts@rdoequipment.com
	TUCSON AZ 85706	Terms: 0.00 %
		Days: 30

Shipping Method: Vendor Method
Delivery Type: Standard Ground
FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement is for an initial term of one (1) year in the annual award amount of \$400,000.00 (including sales tax) and includes four (4) one-year renewal options.

Attachment: Offer Agreement

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.



PIMA COUNTY

MASTER AGREEMENT DETAILS

Master Agreement No: 20000000000000000002

MA Version: 1

Page: 2 of 2

Line	Description					
1	John Deere Model # 624L Wheel Loader with Cab Beacon					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$175,682.35			
2	Free Form Line- for John Deere equipment not listed					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %		\$0.00			

OFFER AGREEMENT**1. INTENT:**

This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with John Deere Equipment on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Amendments, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, 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 merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:

The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur 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 the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS: NONE

The Contractor certifies that it is 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 it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

This contract is for the expansion of the Pima County Fleet Services Department (FSD) current fleet of John Deere Equipment. FSD is the only department authorized to purchase equipment.

1.1 Scope of Service:

4.1.1. Contractor will provide new John Deere equipment under the terms and conditions of this Contract and at the prices outlined in the Unit Pricing page. If at any time during the term of the Contract, John Deere makes material changes to the models listed or adds new equipment models, Unit Price may be revised to reflect the changes.

4.1.1.1. The purchase price specified in the Unit Price may be further reduced by a Trade-In Allowance for the trade-in of existing County equipment, which will be under the terms and conditions outlined in Attachment C.

4.1.1.2. At the time of purchase, Contractor will provide County a guaranteed repurchase price (trade-in allowance or a minimum bid at public auction), and the time by which the repurchase must occur, for Equipment purchased under this contract, and the blanks included on Attachment A shall be filled in to reflect such information. The repurchase will occur under and be subject to, the terms and conditions outlined in Attachment A: Guaranteed Costs (1 page), Section 2, and Attachment A-1: Guaranteed Repurchase and Return Conditions (1 page).

4.1.2. Contractor also will be fully responsible for costs (including parts and labor) in excess of the guaranteed maximum cost of repair amount, for the guaranteed maximum cost of repair time period, both as agreed to by the parties at the time of the purchase, after which the blanks on Attachment A shall be filled in to reflect such information. The guaranteed maximum cost of repairs will occur under, and be subject to, the terms and conditions outlined in Attachment A: Section 1, and Exhibit B: Guaranteed Maximum Cost of Repairs (2 pages).

4.1.3. Contractor must maintain a local factory authorized maintenance facility within the Tucson Metropolitan area for all repairs, warranty and in field service. Service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday or have specific agreements in force with a third party to provide local maintenance. If applicable, a document showing evidence of the third party agreement to provide necessary maintenance support shall be provided upon request.

4.1.4. Contractor must provide John Deere Equipment that meets all the latest revised Federal and State Emission Standards, if applicable, Occupational Safety and Health Administration (OSHA) and Arizona Department of Transportation (ADOT) regulations. Contractor is responsible for providing any required certifications or proof of conformance to standard requirements. The John Deere Equipment offered is manufactured or assembled in the United States. Contractor must provide John Deere Equipment that is the manufacturer's current model, in production at the time of delivery and must be new and unused. (Demonstrator models shall not be acceptable).

4.2. Warranty:

Contractor's warranty will be a minimum, five (5) years or 5000 hours for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to County. Once the Contractor is notified of a breakdown, the unit must be addressed within four (4) hours unless other arrangements have been made with Fleet Services.

4.3. Delivery Document Requirements:

4.3.1. Contractor must submit the following documents are required upon award and delivery of John Deere Equipment as follows:

4.3.1.1. Manufacturer Statement of Origin (M.S.O.), which must include the odometer statement, if applicable. The M.S.O. shall show the owner/purchaser of the equipment as:

**Pima County Board of Supervisors
1291 S. Mission Road
Tucson, AZ 85713**

4.3.1.2. Original unaltered invoice specifying the purchase order number and the vehicle ID (VIN)/ serial number.

4.3.1.3. Four (4) sets of keys per lock per piece of equipment.

4.3.1.4. Equipment will have a minimum of 25 gallons of fuel (per piece of equipment delivered).

4.3.1.5. Two (2) CD's or Thumb drives, or website to enable County to access the following:

- Operator's manuals
- On-line access to Maintenance, Parts, Repairs, Service including Computer Diagnostic programming

4.4. Training:

4.4.1. Contractor shall provide a short familiarization and operating characteristics presentation upon delivery of equipment.

4.4.2. Contractor will provide authorized trained personnel to train County personnel on the operation, service, and maintenance of the John Deere Equipment at no additional cost to the County. Fleet will contact the Contractor to schedule training within thirty (30) days of receipt of equipment.

5. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or 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 that County has properly executed and issued. Any items Contractor provides in excess of those 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 DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

7. COMPENSATION & PAYMENT:

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	John Deere Model # 624L Wheel Loader with Cab Beacon	2	Ea.	\$ 175,682.35	\$ 351,364.70
FOB Destination/Unloaded; include cost of freight in unit price. Although County will pay taxes IF applicable, do NOT include sales tax in unit price.				TOTAL BID	\$ 351,364.70

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give 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 renewal 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.

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

This section is for items that Contractor did not list or price above but are within the defined scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, diskette or compact disc and file names or identify website address, identifying all other items offered pursuant to this contract to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices must be of similar discount off List Prices for those items specifically defined above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

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 will submit valid invoice document consistent with the associated DO or 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: 0 % If payment tendered within 0 Days as above.

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

All Invoice documents will reference the County's DO or DOM 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 document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

8. DELIVERY:

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the DO, or DOM document.

Delivery Requirements:

All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. to Pima County Fleet Service located at 1291 S. Mission Road, Tucson, Arizona 85713. Mr. Bob Charlton or his authorized representative a minimum of twenty-four (24) hour notification before to delivery with the anticipated time of delivery.

Contractor guarantees delivery of product or service in less than four (4) hours after issue date of order. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

9. TAXES, FEES, EXPENSES:

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. 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 the contract expressly includes such charges and the solicitation documents itemizes them.

10. OTHER DOCUMENTS:

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 341356 including the Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

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

Minimum Scope and Limits of Insurance:

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

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

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

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

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

Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Notice of Cancellation: Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice shall include the Pima County project or contract number and project description.

Verification of Coverage:

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to Pima County Procurement Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Approval and Modifications:

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

12. PERFORMANCE BOND: NONE**13. ACKNOWLEDGEMENT of SOLICITATION AMENDMENT(S):**

Contractor acknowledges that it incorporates the following solicitation amendment(s) in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date
none					

14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION: Not Applicable

(The remainder of page is left blank intentionally)

15. BID/OFFER CERTIFICATION:**CONTRACTOR LEGAL NAME:** RDO Construction Equipment Co.**BUSINESS ALSO KNOWN AS:** RDO Equipment Co.**MAILING ADDRESS:** P.O. Box 27267**CITY/STATE/ZIP:** Tucson, AZ 85726**REMIT TO ADDRESS:** P.O. Box 27267**CITY/STATE/ZIP:** Tucson, AZ 85726**CONTACT PERSON NAME/TITLE:** John Davis, Sales Professional**PHONE:** 520-294-5262 office, 520-429-9064 cell **FAX:** 520-573-1295**CONTACT PERSON EMAIL ADDRESS:** JPDavis@rdoequipment.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** LRoberts@rdoequipment.com**CORPORATE HEADQUARTERS ADDRESS:** 700 7th Street S, Fargo, ND 58103**WEBSITE:** www.rdoequipment.com

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 amendments and has incorporated all such amendments 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 County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's "Other Documents" article.

SIGNATURE: **DATE:** 6/30/19John Davis, Sales Professional**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND E-MAIL:** 520-2949-5262 office, 520-429-9064 cell, JPDavis@rdoequipment.com**County Attorney Contract Approval "As to Form":**

PIMA COUNTY STANDARD TERMS AND CONDITIONS**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the *Invitation for Bid (IFB)* or *Request for Proposal (RFP)*. The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the evaluation process. County invites all interested parties to attend the bid opening.

2. EVALUATION:

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

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 proposed by Contractor.

3. AWARD NOTICE:

County will post a *Notice of Recommendation for Award* for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

4. AWARD:

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they 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 a proposal, 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 will govern, unless County accepts Contractor's terms in writing. No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein will constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will 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 the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage.

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 that County will receive.

Contractor must provide a guaranteed delivery date, or interval period from order release date to delivery if the Price proposal document requires it. 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 an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County reserves the right to cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries, all 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 is not 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, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

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

13. INSPECTION:

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods 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 any waiver of any condition will not apply to subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

15. PAYMENT TERMS:

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

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 the delivery meets all specification requirements.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item that Contractor furnishes in the performance of the contract should fail to conform to the specifications thereof, or to the sample that Contractor submitted, 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 MA or Purchase Order ("PO") and the 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 MA, PO 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 proposal 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 County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

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 that County has developed. Participating agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions defined by the County MA, or PO. 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 within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with State, County and other Public Agency procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. Contractor may view a list of agencies that are authorized to use County contracts 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 MA, PO, and associated orders. County may require Contractor 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 MA, PO 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 comply 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 that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. 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 filed and maintained in a court of the State of Arizona in Pima County.

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. CANCELLATION FOR CONFLICT OF INTEREST:

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

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 RECORDS:

Disclosure. 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 documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

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

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

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 the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation 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 additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has 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 in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

County reserves the right to terminate any MA, PO, Delivery Order, DOM 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 County and Contractor must promptly deliver them 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.

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: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; 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 parties may execute the MA or PO that County awards pursuant to this solicitation 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 MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

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 or conditions of the MA, PO, DO or DOM 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 that it directly employs. 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 that a court finds 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 ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

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 County otherwise specifies and agrees in writing, 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

Attachment A – Guaranteed Costs (1 Page)**1. Guaranteed Maximum Cost of Repairs: (Refer to Attachment B)**

Contractor will be fully responsible for the cost of repairs (including parts and labor) in excess of the Guaranteed Maximum Cost of Repairs Amount listed below. The Guaranteed Maximum Cost of Repairs will apply for a period of five (5) years from the date of delivery, or for a period of 5,000 hours of operation as recorded by the John Deere Equipment hour meter, whichever comes first. Subject to the inclusions, exclusions, and other terms and conditions set forth on Attachment B, if the Guaranteed Maximum Cost of Repairs amount is exceeded during the foregoing time period, the Contractor shall reimburse the County for the excess amount. In determining the Guaranteed Maximum Cost of Repairs, the total cost of warranty repairs (parts & labor) will not be included. Contractor will meet with Fleet Services on an annual basis, if needed, to go over any overages and reimbursement to County. In the event of any conflict between this Attachment A, and the terms of Attachment B, Attachment B shall govern and control.

Amount: \$ 105,277.00 per Equipment for five years/ 5,000 hrs.

2. Guaranteed Minimum Repurchase Price

1. Contractor guarantees a "Guaranteed Minimum Repurchase Price" (trade-in allowance or a minimum bid at public auction) in the amount of \$105,277.00 up to the first 5,000 hours of operation (as recorded by the hour recorder) or five (5) years from the date of delivery of the equipment, whichever first occurs (the "Buy Back Period").
2. In determining the Guaranteed Minimum Repurchase Price, and in the enforcement of this provision of this Contract, the following rules shall apply:
 - a. The Guaranteed Minimum Repurchase Price on the equipment shall be allowed as a trade-in allowance by Contractor in the event the County decides to purchase other new equipment from Contractor.
 - b. The minimum bid shall be made by Contractor at public auction in the event the County elects to auction the equipment.
 - c. In the event equipment subject to this repurchase obligation, while in possession of the County, is, by any casualty cause, either totally destroyed or partially damaged to the extent that the damage is beyond repair and is considered a total loss because of the cost of restitution, then Contractor is released from his obligation under the Guaranteed Repurchase provision of this Contract.
 - d. See Attachment A-1: Guaranteed Repurchase and Return Conditions for additional terms and conditions. In the event of any conflict between Attachment A and Attachment A-1, Attachment A-1 shall govern and control.

3. Total Machine Warranty:

Provide John Deere Premier Warranty coverage for 5 () years or 5,000 hours, whichever comes first. In addition, Contractor shall not charge County for field repair travel time and mileage for repairs covered by John Deere Standard Warranty during the twelve (12) month standard warranty period at no additional cost to County.

4. Loaner Replacement:

If the John Deere Equipment cannot be repaired by RDO within two (2) business days, for repairs covered by John Deere Standard Warranty while under the standard warranty period, a compatible John Deere Equipment will be loaned to the County at no-charge, including pick-up and delivery, until the repairs can be completed and the equipment is back up and fully functional.

Attachment A-1
Guaranteed Repurchase and Return Conditions (1 Page)

County agrees that the equipment must meet the following guidelines upon its return to Contractor:

- Be returned in the same configuration, including all attachments, as when initially delivered.
- Be cleaned, and all switches, monitoring systems, gauges, control levers, pedals, radio (if applicable), mirrors, seats, insulation, and other components must be complete and in good working order.
- Be free from all oil, hydraulic, fuel, and coolant leaks.
- Be in good operating condition without mechanical defects.
- Have had all weld repairs completed by a certified welder using John Deere repair guidelines/specifications.
- Have been operated and maintained in accordance with John Deere Lubrication, Preventative Maintenance, Owner, and Operator Manuals.
- Have been enrolled in a John Deere dealer Scheduled Oil Sampling (SOS) or comparable program for the entire Buy Back Period, and all fuels, lubricants, additives, and radiator water must be clean and in compliance with John Deere recommended standards.
- Have been operated only in the applications for which it was designed.
- All window glass must be clear and free from cracks and major pits; all window frames, doors, and weather stripping must be complete; and all service compartment covers and doors, fenders, and other flat metal or plastic must be in good working order and free from dents and cracks. No bent sheet metal.
- All standard John Deere and non-John Deere safety items must be complete and in good working order, including, but not limited to, the roll over protection (ROPS) and falling object protection (FOPS) systems, seat belts, steps, safety rails, grab irons, cat walks, fire suppression systems, and warning alarms.
- All electrical components, including, but not limited to, batteries, alternators, wiring harness, drive belts, lighting and air conditioning systems must be complete and in good working order.
- All repairs made to main structures, including, but not limited to, main frames, booms, sticks, and buckets must be accomplished in accordance with the factory recommended materials and repair procedures.
- All ground engaging tools, including, but not limited to, buckets, dozer blades, base cutting edges, rippers, scarifiers, drums, feet, tines, screeds, elevator flights, forks, and top clamps must have good structural integrity and have fifty percent (50%) minimum remaining life.
- All rubber tire Equipment must have a minimum of fifty percent (50%) remaining life of the original tread life of each tire. Recapped tires are not acceptable substitutes. All tires must be a matched set with the same tread type and pattern and have no significant cuts or chunking of the tread or side walls.
- Contractor retains the right to review any and all repair and maintenance records during the Buy Back Period. A full Equipment inspection may be conducted upon return of the Equipment. Client agrees it will be responsible for any damage other than normal wear.
- Client may not assign this letter agreement without Contractor's prior written consent.
- Client will be invoiced for the parts and labor required to bring the Equipment into compliance with the above guidelines based on Contractor's prevailing parts and labor rates. By signing below, Client confirms its acceptance of the terms of the Guaranteed Buy Back outlined above.

Attachment B: Guaranteed Maximum Cost of Repairs (2 Pages)**Guaranteed total maximum cost of repairs to County**

1. In determining whether the Guaranteed Maximum Cost of Repairs Amount has been reached, the cost of all warranty repairs made shall not be included.
2. Prior to reaching the Guaranteed Maximum Cost of Repairs amount, the County shall be responsible for making repairs and the following rules shall apply:
 - a. In the event that the cost of repairs, including parts and labor for non-warrantable repairs only, as estimated by the County, is less than \$3,000.00 the County shall have the right to have the repairs made in the County's shop and need not give notice to Contractor prior to the repairs being made.
 - b. In computing the cost of repairs, all County labor costs will be charged at the County's then prevailing rate. Present rate is \$65.00 per hour, increases not to exceed 20% per year. Parts shall be charged for at actual cost and shall be purchased from the authorized dealer for the original equipment manufacturer, if possible.
 - c. If the cost of repairs, including parts and labor for non-warrantable repairs only, is in excess of \$3,000.00 as estimated by the County, the County shall submit to Contractor the estimated cost of the repairs, a detailed account of the work to be performed and an estimated time for completion of repair work. Contractor shall then submit an estimate of cost and time for completion of the work. Contractor's estimate shall be provided to the County within one (1) business day after Contractor's receipt of County's estimate. The County and Contractor will then mutually agree on the shop in which the repairs are to be performed. The lower of the two estimates and the time required to perform the repairs will be the primary factors in determining which shop will perform the repairs. If the repairs are to be done in the County's shop, the cost of such repairs shall be computed on the same basis as that set forth in Paragraph 2.b. If the repairs are to be done in Contractor's shop, the repairs will be billed to the County at Contractor's then prevailing rate. County is responsible to transport to Contractor's shop.
 - d. County and Contractor may agree that all or any portion of the repairs may be made in service shops other than those of the County or Contractor, if it is deemed advantageous to both parties.
 - e. Should delivery of repair parts by Contractor not be made to the County within five (5) working days following receipt of order, County shall provide written notice to Contractor and then a daily charge of \$500.00 shall be added to the cumulative cost of repairs for each additional full working day (after the initial five (5) working day period) that the part is not delivered. Parts shall be ordered by part number. Upon Contractor's presentation in writing of verifiable information to County that parts are not available by reason of strike, natural disaster or other act of God, or national emergency, the daily charge shall not be enforced.
 - f. Contractor may, at their option avoid the penalty set forth above in Paragraph. 2.e by supplying to the County, at no cost, a unit that is comparable to the equipment needing repair, until the County's equipment is restored to service.
 - g. Contractor shall have the right to examine repair cost records at any reasonable time. The County will maintain records reflecting pertinent repair cost information and will make these records available for examination in a timely manner.

3. **Items covered by guaranteed maximum cost of repairs**

Contractor will be fully responsible for the total cost of repairs, parts and labor as follows (subject to the exclusions below and all other provisions of this Attachment B.

- a. **Engine**
Engine block and all internal and external components including air compressor, fuel, charging, cranking, exhaust, air intake, and cooling systems, radiator, fan and pulleys. **Excludes batteries, filters, fan belts, hoses, anti-freeze and engine oil.**
- b. **Powertrain**
Complete powertrain including all pumps, motors, gears, shafts, bearings, seals, discs, plates, torque converter (where used), drive couplings, case, including linkage and external lines. **Excludes oil and filters.**
- c. **Drive Axles/Assemblies**
Complete drive axle/assemblies including shafts, bearings, seals, chains, gears, cases, drive motors/assemblies, and air bag if equipped. **Excludes lines, hoses and fluids.**
- d. **Brakes**
Complete braking system including friction and steel disc, shoes, master and slave cylinders, valves and control linkage. Includes operating linkage and exterior air lines. **Excludes fluids.**
- e. **Steering**
All steering controls, including articulation, valves, cylinders, pins and bearings. **Excludes oil.**

Attachment B: Guaranteed Maximum Cost of Repairs (continued)

- f. Front Axles
Complete axle assemblies including bushings, seals, bearings, shafts, hubs and wheel components. **Excludes fluids.**
- g. Controls
All operating and electrical controls, (solenoids and switches) including valves, cylinders, control linkage. **Excludes oil and filter.**
- h. Main Frame
Complete mainframe assembly
- i. Hydraulic System
Complete hydraulic system including all pumps, valves, motors, and control linkages for all components and attachments. **Excludes oil lines, hoses, filters and fluids.**
- j. ROPS/Canopy
Complete assembly including heater, **Excludes glass.**
- k. Cab
Complete cab assembly including heater, **Excludes glass.**
- l. Gauges and Instrument
All gauges and instruments.
- m. Warning Devices
All warning devices including backup alarms. **Excludes strobe, beacons and lights.**

A major component failure (Item 4. a thru i) contaminating fluids such as oil, hydraulic oil, anti-freeze, etc. will be covered under this Contract.

4. Obligation of County

- 1. The equipment will be operated by County personnel in operations for which the equipment is designed and in a manner prescribed by the manufacturer. Repairs resulting from failure to do the foregoing will not count toward the Guaranteed Maximum Cost of Repairs amount.
- 2. The County will assume responsibility for costs of repairs due to fire, theft, accident, vandalism, acts of nature, or neglect or abuse directly caused by County personnel. Total repairs under such circumstances will not be included in computing the Guaranteed Maximum Cost of Repairs.
- 3. The County will assume at its expense all costs of fuel and fueling, engine and hydraulic oils, filters, belts, lubricants, greases, and the application thereof, anti-freeze, cutting edges, tires, hoses, batteries, lights, glass breakage, cleaning and repainting, and other items normally consumed in day-to-day operation. None of the foregoing will be included in computing the Guaranteed Maximum Cost of Repairs.
- 4. The County will maintain equipment in accordance with manufacturer's recommendations provided, however, the County reserves the right to use the same fuels, lubricants, and oils that it uses in other similar equipment unless specifically prohibited by the manufacturer's specifications. The County will have available a record of all scheduled maintenance performed. Contractor has the right to inspect equipment at any reasonable time and make recommendations for repairs, improved maintenance, etc. The County will follow such recommendations to the best of its ability. Repairs resulting from failure to do the foregoing will not be included in computing the Guaranteed Maximum Cost of Repairs.

Attachment C – Trade-In Allowance (1 Page)

<u>Item</u>	<u>Qty.</u>	<u>Description</u>	<u>Trade in Price</u>	<u>Extended Price</u>
1.	___	Pima County Equipment, Per specifications listed herein.	\$ _____	\$ _____
2.	___	Pima County Equipment, Per specifications listed herein.	\$ _____	\$ _____

List Asset Number (for each trade in):

Asset #: _____ Serial Number: _____ Model: _____ Year: _____

Location: _____ Contact Name/ Phone: _____

Number: _____

Trade in Amount: \$ _____

Asset #: _____ Serial Number: _____ Model: _____ Year: _____

Location: _____ Contact Name/ Phone: _____

Number: _____

Trade in Amount: \$ _____

Trade in allowance will be determined by Contractor when Contractor completes a physical examination and review of the trade in. Pima County Fleet Services will provide the equipment and all information pertaining to the trade in equipment.

Fleet has the option to exercise the "trade in" amount or to auction at a public sale, whichever maximizes the profit to Pima County Fleet Services.