



Deschutes County Board of Commissioners
1300 NW Wall St., Suite 200, Bend, OR 97701-1960
(541) 388-6570 - Fax (541) 385-3202 - www.deschutes.org

AGENDA REQUEST & STAFF REPORT

For Board Business Meeting of April 27, 2016

DATE: April 21, 2016

FROM: Darryl Nakahira, Sheriff's Office Legal Counsel Phone: 541-617-3369

TITLE OF AGENDA ITEM:

Consideration of Board Signature of Goods Contract:

Document # 2016-253, for the purchase of eight new vehicles for the Sheriff's Office vehicle fleet.

PUBLIC HEARING ON THIS DATE? No.

BACKGROUND AND POLICY IMPLICATIONS:

Vehicles purchased with this goods contract will serve as replacements to older cars and trucks that have been in service for several years. The Deschutes County Sheriff's Office replaces certain vehicles every year due to their age and accrued mileage. The patrol fleet averages approximately 45,000 miles per year per vehicle. Older vehicles are used by the Sheriff's Office for light duty until the end of their usable life, and then auctioned off to the public. Informal quotes were obtained for the purchase of the vehicles, and Smolich Motors offered the lowest overall prices for purchase and delivery.

FISCAL IMPLICATIONS:

The Sheriff's Office will pay a total of \$211,389.00 for the eight new vehicles. This goods contract is for eight (8) of the seventeen (17) new vehicles proposed in the Fiscal Year 2017 (FY17) budget. The Sheriff's Office will save approximately \$11,000.00 of taxpayer dollars by ordering these 2016 models prior to the approval of the FY17 budget, before the release of 2017 model year vehicles. Ordering these eight vehicles now will also allow the Sheriff's Office Automotive Unit to meet internal deadlines for customizing the vehicles and preparing them for use. This goods contract includes a non-appropriation clause in the event that the Sheriff's Office FY17 budget is not approved.

RECOMMENDATION & ACTION REQUESTED:

Sign document 2016-253 for the purchase of the new vehicles.

ATTENDANCE: Peter Martin, Sheriff's Office Automotive Supervisor
Julie Lovrien, Sheriff's Office Legal Administrative Assistant

DISTRIBUTION OF DOCUMENTS:

Call or email Julie Lovrien (x4857) when a copy is ready for pick up.

DESCHUTES COUNTY DOCUMENT SUMMARY

Date: 4/21/2016

Department: Sheriff's Office

Contractor/Supplier/Consultant Name: Smolich Motors

Contractor Contact: Jacob Franke

Contractor Phone #: (541) 749-2791

Type of Document: Goods Contract

Goods and/or Services: The Sheriff's Office will purchase eight (8) Dodge vehicles for use by the Sheriff's Office Patrol Division, Detective Division, Field Technicians and Administration.

Background & History: The vehicles will serve as replacements to older patrol cars that have been in service for several years. The Deschutes County Sheriff's Office replaces certain vehicles every year due to their age and accrued mileage. The patrol fleet averages approximately 45,000 miles a year per vehicle.

Agreement Starting Date: Upon signature of all parties. **Ending Date:** Upon delivery of all goods and services in accordance with the requirements of the contract.

Annual Value or Total Payment: The Sheriff's Office will pay a total of \$211,389.00 for the eight vehicles.

☐ Insurance Certificate Received (check box)
Insurance Expiration Date:

Check all that apply:

- ☒ RFP, Solicitation or Bid Process
- ☐ Informal quotes (<\$150K)
- ☐ Exempt from RFP, Solicitation or Bid Process (specify – see DCC §2.37)

Funding Source: (Included in current budget?) ☐ Yes ☒ No

This contract is for 8 of the 17 new vehicles proposed in the FY17 budget. These vehicles are being ordered prior to FY17 budget approval in order to save a significant amount of money and meet internal vehicle build deadlines. A non-appropriation clause has been included in the contract in the event that funds are not approved by the time the new vehicles come in. Please see associated agenda request for further information.

Is this a Grant Agreement providing revenue to the County? ☐ Yes ☒ No

Departmental Contact and Title: Peter Martin

Phone #: (541) 388-6655

Sheriff's Approval:

Signature

Date

Distribution of Document: Please call Julie Lovrien, Sheriff's Office Administrative Assistant, x 4857, when the document is ready for pick-up.

Official Review:

County Signature Required (check one): ☒ BOCC ☒ Department Director (if <\$25K)

☐ Administrator (if >\$25K but <\$150K; if >\$150K, BOCC Order No. _____)

Legal Review

Darryl Nader

Date

4/21/16

Document Number 2016-253



**DESCHUTES COUNTY SHERIFF'S OFFICE
CONTRACT FOR THE
PURCHASE OF GOODS
CONTRACT NO. 2016-253**

This Contract is between Deschutes County ("County"), by and through its Sheriff's Office, and Smolich Motors ("Contractor"). This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on the date all warranties have expired or the date Contractor has completed delivery of all Goods and Services in accordance with the requirements of this Contract, as determined by County.

Contractor agrees to sell, and County agrees to purchase, Goods and Services for the benefit of County subject to the following terms and conditions:

RECITAL

This Contract is for the purchase of the following: One 2016 AWD Dodge Charger for Sheriff's Office Administration, three 2016 AWD Dodge Chargers for Patrol, one 2016 Dodge Ram 1500 PPV 4x4 for Field Technicians, two 2016 Dodge Ram 1500 PPV 4x4s for Patrol, and one 2016 Dodge Ram 1500 PPV 4x4 for Detectives.

1. DEFINITIONS.

- A. "Goods" means the goods specified in attached Exhibits A, B, C, D and E.
- B. "IRS" means the Internal Revenue Service.
- C. "Services" means the services, if any, that are incidental to the purchase of Goods and that Contractor is required to perform under section 2.
- D. "Specifications" means the specific attributes of Goods and Services described in section 3

2. REQUIRED GOODS, SERVICES, PRICING AND DELIVERY SCHEDULE.

Contractor shall deliver to County the following Goods and Services for the prices specified in this section 2.

A. GOODS.

Description and Quantity:

One 2016 AWD Dodge Charger described in attached Exhibit A.
Price: \$25,073.00

Three 2016 AWD Dodge Chargers described in attached Exhibit B.
Price: \$24,650.00 each; \$73,950.00 for the three.

One 2016 PPV 4x4 Dodge Ram described in attached Exhibit C.
Price: \$27,295.00

Two 2016 PPV 4x4 Dodge Ram 1500s described in attached Exhibit D.
Price: \$28,357.00 each; \$56,714.00 for the two.

One 2016 PPV 4x4 Dodge Ram 1500 described in attached Exhibit E.
Price: \$28,357.00

Total for the eight vehicles: \$211,389.00

Contractor shall not deliver unless and until written notice is provided by County.

B. SERVICES.

TRAINING: Contractor shall train to County's satisfaction the individuals identified by County in the operation, adjustment, repair and maintenance of Goods delivered under this Contract.

C. DELIVERY.

Contractor shall deliver Goods to a destination specified by the Sheriff's Office. Contractor shall retain the risk of loss of Goods until County accepts Goods in accordance with section 4.D.

3. SPECIFICATIONS.

Contractor shall deliver all Goods and Services specified in section 2 in accordance with this section 3. Contractor's failure to deliver Goods and Services in accordance with the provisions of this Contract is a material breach of this Contract.

A. GENERAL PROVISIONS.

i. **NON-COMPLIANCE.** If any Goods or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to comply with applicable regulatory standards or the Specifications, Contractor shall immediately notify County of the recall or non-compliance, and shall provide copies of the recall notice or notice of non-compliance, as applicable, and all other supporting documentation for the recall or non-compliance determination. County may elect to (a) reject Goods in whole or in part, or (b) revoke its acceptance of Goods in whole or in part. If County rejects Goods or revokes its acceptance of Goods, Contractor shall remove the particular Goods from County's possession as provided in section 4.D.iv at no cost to County and shall reimburse County for all payments made for those Goods.

ii. **STANDARD COMPONENTS.** Unless specified otherwise in this section 3, Specifications, Contractor shall provide Goods with all components and accessories that the manufacturer lists as "standard" for Goods.

iii. **NECESSARY COMPONENTS.** Unless specified otherwise in this section 3, Specifications, Contractor shall include all components, hardware and parts necessary for complete and proper assembly, installation and operation of Goods.

iv. **NEW AND UNUSED GOODS.** Unless specified otherwise in this section 3, Specifications, Contractor shall deliver Goods that are new, unused and produced from current production inventory. Contractor shall provide Goods manufactured from only those components that the manufacturer offers in the manufacturer's current parts catalogue for Goods.

4. TERMS AND CONDITIONS.

A. PAYMENT.

i. **County's Payment.** County shall pay Contractor for Goods delivered and Services performed at the prices and rates specified in section 2. Contractor shall look solely to County for payment of all amounts County owes to Contractor. Contractor shall not be compensated by any department of County other than County for Goods delivered or Services performed.

ii. If Contractor is a nonresident alien as defined in 26 USC § 7701(b)(1)(B), then Contractor shall, upon execution of this Contract, deliver to County a completed and signed W-8 form, 8233 form, or W-9 form, as applicable, from the IRS, as evidence that County is not required by 26 USC 1441 to withhold part of Contractor's payment. Such forms are currently

available at <http://www.irs.gov>. County may withhold payments to Contractor pending County's receipt from Contractor of the applicable, completed and signed form. If County does not receive the applicable, completed and signed form from Contractor, or if the IRS provides notice to County that Contractor's information on the form provided is incorrect, County will withhold as federal income tax 30% of all amounts County owes to Contractor under this Contract.

iii. Funds Available and Authorized; Payments. Contractor understands and agrees that County's payment of amounts under this Contract is contingent on County receiving funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow County, in the exercise of its reasonable administrative discretion, to make payments under this Contract. Provided however, County shall pay Contractor for Goods and Services delivered prior to receipt of notice of non-appropriation.

B. INVOICES.

i. Contractor shall send invoices to County no more often than monthly after County's acceptance in accordance with section 4.D of Goods delivered under this Contract. Contractor shall send invoices to County for completed Services no more often than monthly.

ii. Contractor shall send all invoices to the County mailing address specified in section 5 or to any other address that County may indicate in writing to Contractor. Contractor shall include in each invoice:

- The Solicitation number if any, the Contract number if any;
- The quantity of Goods ordered, the quantity of Goods delivered, the date Goods were delivered, the price per unit, if applicable;
- A detailed description of Services performed, including the name or names of the individuals who performed Services and prepared the deliverables to which the invoice applies, the dates Services were performed, all deliverables delivered during the period of the invoices, the rate or rates for Services performed, and the total cost of Services
- Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract; and
- The total amount due and the payment address.

C. MOST FAVORABLE PRICES AND TERMS.

Contractor represents and warrants that all prices, terms and benefits offered by Contractor under this Contract are equal to or better than the equivalent prices, terms and benefits being offered by Contractor to any other state or local governmental entity or commercial customer.

i. If during the term of this Contract Contractor enters any contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other state or local governmental entity or commercial customer, Contractor shall provide the same price or prices, terms and benefits to County. The prices, terms and benefits shall be effective as of the date Contractor made the more favorable terms or greater benefits available to any other state or local governmental entity or commercial customer. This provision applies to comparable goods and services and to purchase volumes by County that are not less than the purchase volumes of the state or local governmental entity or commercial customer that has received the lower prices, greater benefits or more favorable terms.

ii. Section 4.C.i does not apply to Contractor's donations of comparable goods and services to charitable, nonprofit or governmental entities if the donations are recognized as donations and are deductible under the federal Internal Revenue Code. These donations are not considered contracts, agreements or arrangements with other state or local governmental entities or commercial customers for purposes of section 4.C.i.

D. ACCEPTANCE, REJECTION AND REVOCATION OF ACCEPTANCE.

i. **ACCEPTANCE.** County shall test if County, in its sole discretion deems testing necessary, inspect and either accept or reject Goods delivered within fourteen (14) calendar days from the date Contractor delivers Goods to County. If County does not provide written notice of acceptance or rejection of Goods to Contractor within fourteen (14) calendar days following the date of delivery of Goods, County is deemed to have accepted Goods.

ii. **REJECTION.** If County rejects Goods, then County's written notice of rejection shall, at a minimum, itemize the apparent defects and include:

- a. a description of nonconformance between Goods delivered and the required Specifications and warranties (including any variance from demonstrations or sample characteristics of Goods if Contractor provided demonstrations or samples);
- b. a description of any other nonconformance of Goods (including late delivery); and
- c. a statement indicating whether Contractor may cure the nonconformance and if so, the method by which and time period within which Contractor may cure.

iii. **REVOCATION OF ACCEPTANCE.** Notwithstanding County's acceptance of Goods under section 4.D.i County may revoke its acceptance of Goods for nonconformance with the Specifications. If County revokes acceptance of Goods, County shall deliver a written notice of revocation of acceptance to Contractor that includes the same information required for a written notice of rejection under section 4.D.ii.

iv. **EFFECT OF REJECTION OR REVOCATION OF ACCEPTANCE.** If County rejects Goods or revokes its acceptance of Goods, Contractor shall refund all payments County has made to Contractor for those Goods and shall, at no cost to County, remove Goods from County's possession within nine (9) calendar days following the later of the date of County's notice of rejection, the date of County's notice of revocation of acceptance, or the date of Contractor's failure to cure if cure is permitted. Nothing contained in this section 4.D precludes County from pursuing any remedies to which either may be entitled upon rejection or revocation of acceptance of Goods or otherwise under this Contract.

E. OTHER REPRESENTATIONS AND WARRANTIES.

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Contractor represents and further warrants that:

- i. Contractor has the authority to enter into and perform in accordance with this Contract, and that this Contract, when executed and delivered, is a valid and binding obligation of Contractor that is enforceable in accordance with its terms;
- ii. All Goods delivered to County are new, unused, current production models and are free from defects in materials, design and manufacture for the duration of the warranty period specified in section 3 ("Warranty Period"). Contractor further represents and warrants that all Goods meet or exceed all Specifications;
- iii. All Goods delivered shall comply with all applicable federal health and safety standards.
- iv. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession; and
- v. Contractor is, and shall be at all times during the term of this Contract, qualified, professionally competent and duly licensed to perform Services.

The warranties specified in this section 4.E are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give County the greatest warranty protection available.

F. MANUFACTURER WARRANTIES.

At no charge to County, Contractor shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the County for County's benefit when Contractor delivers Goods to County. If a conflict or inconsistency exists between a manufacturer's warranty and Contractor's warranty, the warranty that provides the greatest benefit and protection to County shall prevail.

G. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS.

- i. Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Contractor's obligations under this Contract, as they may be adopted or amended from time to time.
- ii. County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), and Deschutes County Code Chapter 2.37.150, all of which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(ee)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

H. TIME IS OF THE ESSENCE.

Contractor agrees that time is of the essence in the performance of this Contract.

I. FORCE MAJEURE.

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the delaying or breaching entity's reasonable control. Contractor shall make all reasonable efforts to eliminate the cause of Contractor's delay or breach and shall, upon elimination of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that this delay or breach could likely prevent successful performance of this Contract.

J. ASSIGNMENT OF ANTITRUST RIGHTS.

- i. Contractor irrevocably assigns to county any claim for relief or cause of action which contractor now has or which may accrue to contractor in the future by reason of any violation of 15 USC § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to contractor for the purpose of carrying out contractor's obligations under this contract, including, at county's option, the right to control any such litigation on such claim for relief or cause of action.
- ii. Contractor shall require any subcontractors hired to perform any of contractor's duties under this contract to irrevocably assign to county, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 USC § 1-15 or ORS 646.725 or ORS 646.730, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to contractor in pursuance of this contract, including, at county's option, the right to control any such litigation on such claim for relief or cause of action.

K. EVENTS OF BREACH.

i. Breach by Contractor. Contractor breaches this Contract if:

- a. Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b. Contractor no longer holds a license or certificate that is required for Contractor to perform its obligations under this Contract and Contractor has not obtained the required license or certificate within fourteen (14) calendar days after delivery of County's notice of breach or a longer period as County may specify in its notice; or
- c. Contractor commits any material breach of any covenant, warranty, obligation or certification under this Contract, and Contractor fails to cure its breach within fourteen (14) calendar days after delivery of County's notice of breach or within a longer period as County may specify in its notice.

ii. Breach by County. County breaches this Contract if:

- a. County fails to pay Contractor any amount pursuant to the terms of this Contract, and County fails to cure this failure within fourteen (14) business days after delivery of Contractor's notice of breach or within a longer period as Contractor may specify in its notice; or
- b. County commits any material breach of its obligations under this Contract, fails to perform its obligations hereunder within the time specified or any extension thereof, and fails to cure its failure within fourteen (14) calendar days after delivery of Contractor's notice of breach or a longer period as Contractor may specify in its notice.

L. REMEDIES.

i. County's Remedies. If Contractor is in breach under section 4.K.i, then in addition to the remedies afforded elsewhere in this Contract, County shall be entitled to recover for any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS Chapter 72. County may, at its option, pursue any or all of the remedies available under this Contract and at law or in equity, including, but not limited to:

- a. Termination of this Contract under section 4.N.ii;
- b. Withholding all amounts Contractor has invoiced for Goods and Services that Contractor is obligated to but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; or
- d. Exercise of the right of setoff and withholding amounts otherwise due and owing to Contractor in an amount equal to County's setoff right, without penalty.

These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If Contractor is found to not be in breach under section 4.L.i, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to section 4.N.ii.a.

ii. Contractor's Remedies. If County terminates this Contract for convenience under section 4.N.ii.a, or if County is in breach under section 4.K.ii and whether or not Contractor elects to

exercise its right to terminate this Contract under section 4.L.iii, Contractor's sole remedy is a claim against County for the unpaid price for any Goods delivered and accepted by County less any claims County has against Contractor and is as follows for unpaid Services completed and accepted by County:

- a. For Services compensable on an hourly basis, a claim against County for unpaid invoices, hours worked but not yet invoiced, and authorized expenses for Services completed and accepted by County less any claims County has against Contractor.
- b. For deliverable-based Services, a claim against County for the amount specified for completing the deliverable multiplied by the percentage of Services completed and accepted by County, less previous amounts paid and the amount of any claims County has against Contractor.

If previous amounts paid to Contractor for Goods and Services exceed the amount due to Contractor under this section 4.L.ii, Contractor shall pay the excess amount to County immediately upon written demand.

M. ARBITRATION REQUIRED AND ATTORNEYS' FEES.

Any dispute or claim that arises out of or that relates to this agreement, or to the interpretation, breach, or default thereof, or to the existence, scope or validity of this agreement or the arbitration agreement, shall be resolved by arbitration in accordance with the then arbitration rules of and by filing a claim with Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in Deschutes County Circuit Court. In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that arise out of or relate to this agreement, the prevailing party shall be entitled to reasonable attorney's fees in connection therewith. The determination of who is the prevailing party and the amount of the reasonable attorney's fees to be paid to the prevailing party shall be decided by the arbitrator(s), with respect to attorney's fees incurred prior to and during the arbitration proceedings, and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including a court that hears a request to compel or stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment.

N. TERMINATION.

- i. MUTUAL CONSENT. The Contract may be terminated at any time by mutual written consent of the parties.
- ii. County:
 - a. County may, at its sole discretion, terminate the Contract for its convenience upon 30 days written notice to Contractor.
 - b. County may, in its sole discretion, terminate this Contract, immediately upon notice to Contractor, or at a later date as County may establish in its notice, upon the occurrence of any of the following events:
 - 1. County fails to receive funding, appropriations, limitations, allotments or other expenditure authority at levels sufficient to allow County, in the exercise of its reasonable administrative discretion, to make payments under this Contract. In the event County does fail to receive funding to complete the contract, Contractor shall be paid for all work completed as of the date set in the notice. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the

Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein, which would conflict with law, are deemed inoperative to that extent.

2. Federal or state laws, regulations, or guidelines are modified or interpreted in a way that either the purchase of Goods or Services, or both, by the County under this Contract is prohibited, or the County is prohibited from paying for Goods or Services, or both, from the planned funding source; or

3. Contractor commits any material breach of this Contract.

Contractor shall stop performance under this Contract as directed by County in any written notice of termination delivered to Contractor under this section 4.N.ii.

iii. CONTRACTOR. Contractor may terminate this Contract immediately upon written notice to County, or at a later date as Contractor may establish in its notice, if County is in breach under section 4.Kii.

O. NOTICES.

All notices required under this Contract shall be in writing and addressed to the party's authorized representative. For County, the authorized representative is the County contact person identified in section 8. Contractor's authorized representative is the contact person identified in section 5.. Mailed notices are deemed received five (5) days after the post mark date when properly addressed and deposited prepaid into the U.S. postal service. Faxed notices are deemed received upon electronic confirmation of successful transmission to the designated fax number. Notices delivered by personal delivery are deemed received when delivered to the address specified for the receiving party's authorized representative.

P. GOVERNING LAW.

The Contract is governed by and construed in accordance with the laws of State of Oregon without regard to principles of conflicts of laws. To the extent not modified by the terms of this Contract, the Uniform Commercial Code as codified in ORS Chapters 71 and 72 governs Goods under this Contract. The applicability of the UN Convention on Contracts for the International Sale of Goods is hereby expressly waived by the parties, and it does not apply to this Contract.

Q. SURVIVAL:

In addition to all provisions which by their nature extend beyond the Contract termination or full performance, the following provisions shall remain in effect beyond any Contract termination or full performance: sections 1, 3, 4.A, 4.D, 4.E, 4.F, 4.J, 4.K, 4.M, 4.N, 4.O, 4.Q, 4.R and 4.S.

R. SEVERABILITY.

If a court of competent jurisdiction declares any provision of this Contract to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Contract did not contain the particular provision held to be invalid.

S. MERGER CLAUSE; AMENDMENT; WAIVER.

This Contract constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. This Contract may be amended to the extent permitted by applicable statutes and administrative rules. For Anticipated Amendments, this Contract may be amended only in accordance with and to the extent provided in the Solicitation, if any, and this Contract, in accordance with OAR 125-246-0560. No waiver, consent or amendment of terms of this Contract shall bind either party unless in writing and signed by County and Contractor, and all necessary

approvals have been obtained. Waivers and consents shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.

5. CERTIFICATIONS AND SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE.

THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR.

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor that:

A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor;

B. The undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 (Tax For Emergency Communications), 118 (Inheritance Tax), 314 (Income Tax), 316 (Personal Income Tax), 317 (Corporation Excise Tax), 318 (Corporation Income Tax), 320 (Amusement Device and Transient Lodging Taxes), 321 (Timber and Forestland Tax), 323 (Cigarettes and Tobacco Products Tax), and the elderly rental assistance program under ORS 310.630 to 310.706; and any local taxes administered by the Department of Revenue under ORS 305.620.

C. To the best of the undersigned's knowledge, Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.

D. Contractor and Contractor's employees and agents are not included on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>;

E. Contractor's Federal Employee Identification Number or Social Security Number specified below is correct;

F. Contractor is bound by and will comply with all requirements, terms and conditions contained in this Contract and will provide Goods and Services in accordance with the Specifications; and

G. Contractor ___ is / X is not a nonresident alien as defined in 26 USC § 7701(b)(1) (check one). See section 4.A.ii.

SIGNATURE OF CONTRACTOR'S AUTHORIZED REPRESENTATIVE

Contractor (print Contractor's name): Smolich Motors

Authorized Signature: _____

Title: Fleet/Commercial Sales Manager

Date: _____

FEIN ID# or SSN# (required): 93-0586484

Contractor's Contact Person: Jacob Franke

Contact Telephone Number: (541) 749-2791

Contact Fax Number: (541) 388-0793

Mailing Address: 1865 NE Hwy 20
Bend, OR 97701

SIGNATURE OF COUNTY'S AUTHORIZED REPRESENTATIVES

Deschutes County accepts Contractor's offer and awards this Contract to Contractor for Goods and Service described in this Contract.

DESCHUTES COUNTY:

L. Shane Nelson, Sheriff

Date: _____

Paul Garrison, Captain

Date: _____

County's Contact Person (Type or Print): Pete Martin

Contact Telephone Number: (541) 388-6537

Fax Number: (541) 388-0793

County Mailing Address: Deschutes County Sheriff's Office
63333 W Hwy 20
Bend, OR 97703

DATED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
OF DESCHUTES COUNTY, OREGON

ALAN UNGER, Chair

TAMMY BANEY, Vice Chair

ATTEST:

Recording Secretary

ANTHONY DEBONE, Commissioner

SMOLICH CHRYSLER JEEP DODGE
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Configuration Preview

Date Printed: 2016-04-08 2:11 PM VIN: Quantity: 1
Estimated Ship Date: VON: Status: BA - Pending order
FAN 1: 49891 Deschutes County OR
FAN 2:
Client Code:
Bid Number: TB6086
PO Number:

Sold to: Ship to:
SMOLICH CHRYSLER JEEP DODGE (24132) SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20 1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832 BEND, OR 977014832

Vehicle: 2016 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	LDEE48	CHARGER POLICE AWD	36,300	35,367
Package:	29A	Customer Preferred Package 29A	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0	0
	DGJ	5-Speed Auto W5A580 Transmission	0	0
Paint/Seat/Trim:	PS2	Bright Silver Metallic Clear Coat	0	0
	APA	Monotone Paint	0	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0	0
	-X9	Black	0	0
Options:	AFX	Equipment Mounting Bracket	0	0
	MDA	Front License Plate Bracket	0	0
	LBG	Front Reading/Map Lamps	75	67
	GXQ	Additional Non-Key Alike Fobs	100	89
	CKD	Floor Carpet	125	111
	AYJ	Max Flow Package	150	134
	4DH	Prepaid Holdback	0	-1,129
	AMV	Fleet Park Assist Group	350	312
	4ES	Delivery Allowance Credit	0	-363
	GUK	Power Heated Mirrors w/Man F/Away	60	53
	MAF	Matte Blk Grille-Matte Blk Xhairs	0	-910
	AHM	Convenience Group I	480	427
	YEP	Manuf Statement of Origin	0	0
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	170	Zone 70-Phoenix Arizona	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB6086	Government Incentives	0	-10,300
Discounts:	YGF	8 Additional Gallons of Gas	0	20
Destination Fees:			995	995
Total Price:			38,635	24,873

Order Type: Fleet PSP Month/Week:
Scheduling Priority: 1-Sold Order Build Priority: 99

\$25,073
4.8.16

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Customer Name: DESCHUTES COUNTY SHERIFFS
Customer Address: 63333 W HWY 20
BEND OR 97701 USA
Instructions:

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

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SMOLICH CHRYSLER JEEP DODGE
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Configuration Preview

Date Printed: 2018-04-04 11:47 AM **VIN:**
Estimated Ship Date: **VON:**

Quantity: 1
Status: BA - Pending order
FAN 1: 49891 Deschutes County OR
FAN 2:
Client Code:
Bid Number: TB6086
PO Number:

Sold to:
SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Ship to:
SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Vehicle:

2016 CHARGER POLICE AWD (LDEE48)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	LDEE48	CHARGER POLICE AWD	36,300	35,367
Package:	29A	Customer Preferred Package 29A	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0	0
	DGJ	5-Speed Auto W5A580 Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*C8	HD Cloth Bucket & Rear Bench Seats	0	0
	-X9	Black	0	0
Options:	MAF	Matte Blk Grille-Matte Blk Xhairs	0	-910
	YEP	Manuf Statement of Origin	0	0
	LNF	Black Left Spot Lamp	210	187
	GXQ	Additional Non-Key Alike Fobs	100	89
	AHM	Convenience Group I	480	427
	GUK	Power Heated Mirrors w/Man F/Away	60	53
	4DH	Prepaid Holdback	0	-1,115
	4ES	Delivery Allowance Credit	0	-363
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	170	Zone 70-Phoenix Arizona	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB6086	Government Incentives	0	-10,300
Discounts:	YGF	8 Additional Gallons of Gas	0	20
Destination Fees:			995	995

Total Price: 36,145 24,450

Order Type: Fleet **PSP Month/Week:**
Scheduling Priority: 1-Sold Order **Build Priority:** 99
Customer Name: DESCHUTES COUNTY SHERIFFS
Customer Address: 63333 W HWY 20
 BEND OR 97701 USA

Instructions:

+ 200 net
 \$ 24,650
 x ?
 \$ XXXXX

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SMOLICH CHRYSLER JEEP DODGE
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Configuration Preview

Date Printed: 2016-04-13 3:36 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 49891 Deschutes County OR
FAN 2:
Client Code:
Bid Number: TB6086
PO Number:

Sold to:
SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Ship to:
SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Vehicle: **2016 SSV CREW CAB 4X4 (DS6T98)**

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DS6T98	SSV CREW CAB 4X4	38,935	36,716
Package:	25D	Customer Preferred Package 25D	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0	0
	DG1	6-Spd Automatic 65RFE Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	45	38
	-X8	Black/Diesel Gray	0	0
Options:	RA2	Uconnect 5.0	660	561
	NFX	32 Gallon Fuel Tank	75	64
	4DH	Prepaid Holdback	0	-1,242
	GFA	Rear Window Defroster	150	128
	4ES	Delivery Allowance Credit	0	-389
	DSA	Anti-Spin Differential Rear Axle	325	276
	MAF	Fleet Purchase Incentive	0	-1,100
	CKE	Carpet Floor Covering	110	94
	YEP	Manuf Statement of Origin	0	0
	ADB	Protection Group	150	128
	XM9	Delete Spray in Bedliner	-325	-276
	AED	Chrome Appearance Group	495	421
	XHC	Trailer Brake Control	230	196
	GPG	Power Black Trailer Tow Mirrors	180	153
	XAP	Power Adjustable Pedals	125	106
	DMH	3.92 Rear Axle Ratio	50	43
	XAC	ParkView(TM) Rear Back-up Camera	200	170
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	170	Zone 70-Phoenix Arizona	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Spectal Bid-Ineligible For Incentive	0	0
Bid Number:	TB6086	Government Incentives	0	-10,200
Discounts:	YGE	5 Additional Gallons of Gas	0	13
Destination Fees:			1,195	1,195

Total Price: 42,800 27,095

\$ 27,295

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4.13.16
Page 1 of 2

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name: DESCHUTES COUNTY SHERIFFS
Customer Address: 63333 W HWY 20
BEND OR 97701 USA
PSP Month/Week:
Build Priority: 99
Instructions:

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

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SMOLICH CHRYSLER JEEP DODGE
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Configuration Preview

Date Printed: 2016-04-08 2:23 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 49891 Deschutes County OR
FAN 2:
Client Code:
Bid Number: TB6086
PO Number:

Sold to:
SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Ship to:
SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Vehicle:

2016 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DS6T98	SSV CREW CAB 4X4	38,935	36,716
Package:	25D	Customer Preferred Package 25D	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0	0
	DG1	6-Spd Automatic 65RFE Transmission	0	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	45	38
	-X8	Black/Diesel Gray	0	0
Options:	4DH	Prepaid Holdback	0	-1,281
	4ES	Delivery Allowance Credit	0	-389
	MAF	Fleet Purchase Incentive	0	-1,100
	YEP	Manuf Statement of Origin	0	0
	XM9	Delete Spray in Bedliner	-325	-276
	XHC	Trailer Brake Control	230	196
	XB9	RamBox Cargo Management System	1,295	1,101
	XAC	ParkView(TM) Rear Back-up Camera	200	170
	XAP	Power Adjustable Pedals	125	106
	RA2	Uconnect 5.0	660	561
	NFX	32 Gallon Fuel Tank	75	64
	GFA	Rear Window Defroster	150	128
	DSA	Anti-Spin Differential Rear Axle	325	276
	CKE	Carpet Floor Covering	110	94
	ADB	Protection Group	150	128
	GPG	Power Black Trailer Tow Mirrors	180	153
	DMH	3.92 Rear Axle Ratio	50	43
	AED	Chrome Appearance Group	495	421
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	170	Zone 70-Phoenix Arizona	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB6086	Government Incentives	0	-10,200
Discounts:	YGE	5 Additional Gallons of Gas	0	13
Destination Fees:			1,195	1,195

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Total Price: 43,895 28,157

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name: DESCHUTES COUNTY SHERIFFS
Customer Address: 63333 W HWY 20
BEND OR 97701 USA

PSP Month/Week:
Build Priority: 99

Instructions:

\$28,357

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4.8.16

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SMOLICH CHRYSLER JEEP DODGE
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Configuration Preview

Date Printed: 2016-04-08 2:23 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 49891 Deschutes County OR
FAN 2:
Client Code:
Bid Number: TB6086
PO Number:

Sold to:
SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Ship to:
SMOLICH CHRYSLER JEEP DODGE (24132)
1865 NORTH EAST HIGHWAY 20
BEND, OR 977014832

Vehicle:

2016 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)	FWP(USD)
Model:	DS6T98	SSV CREW CAB 4X4	38,935	36,716
Package:	25D	Customer Preferred Package 25D	0	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0	0
	DG1	6-Spd Automatic 65RFE Transmission	0	0
Paint/Seat/Trim:	PAU PAU	Bright White Clear Coat	0	0
	APA	Monotone Paint	0	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	45	38
	-X8	Black/Diesel Gray	0	0
Options:	4DH	Prepaid Holdback	0	-1,281
	4ES	Delivery Allowance Credit	0	-389
	MAF	Fleet Purchase Incentive	0	-1,100
	YEP	Manuf Statement of Origin	0	0
	XM9	Delete Spray in Bedliner	-325	-276
	XHC	Trailer Brake Control	230	196
	XB9	RamBox Cargo Management System	1,295	1,101
	XAC	ParkView(TM) Rear Back-up Camera	200	170
	XAP	Power Adjustable Pedals	125	106
	RA2	Uconnect 5.0	660	561
	NFX	32 Gallon Fuel Tank	75	64
	GFA	Rear Window Defroster	150	128
	DSA	Anti-Spin Differential Rear Axle	325	276
	CKE	Carpet Floor Covering	110	94
	ADB	Protection Group	150	128
	GPG	Power Black Trailer Tow Mirrors	180	153
	DMH	3.92 Rear Axle Ratio	50	43
	AED	Chrome Appearance Group	495	421
	5N6	Easy Order	0	0
	4FM	Fleet Option Editor	0	0
	4FT	Fleet Sales Order	0	0
	170	Zone 70-Phoenix Arizona	0	0
	4EA	Sold Vehicle	0	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0	0
Bid Number:	TB6086	Government Incentives	0	-10,200
Discounts:	YGE	5 Additional Gallons of Gas	0	13
Destination Fees:			1,195	1,195

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

Total Price: 43,895 28,157

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Customer Name: DESCHUTES COUNTY SHERIFFS
Customer Address: 63333 W HWY 20
BEND OR 97701 USA

PSP Month/Week:
Build Priority: 99

Instructions:

\$28,357

O

4.8.16

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