



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 06309336
PO Revision# Original

PURCHASER'S NAME - First Signer (First, Middle Initial, Last) YAMPA VALLEY REGIONAL AIRPORT (SECOND LINE OF OWNER NAME)			DATE OF ORDER May 22, 2019	COMPANY UNIT 07	DEALER ACCOUNT NO. 078279
STREET OR RR PO BOX 1060			DEALER ORDER NO.		
TOWN HAYDEN			STATE CO	ZIP CODE 81639	TRANSACTION TYPE Cash Sale
COUNTY Routt	PURCHASER ACCT.		PHONE NO. 970-276-3669	PURCHASER SALES TAX EXEMPT	
E-MAIL ADDRESS			SELLER'S NAME & ADDRESS U. S. Tractor & Harvest 3025 West Victory Way Craig, CO 81625 970-824-6163		
PURCHASER'S NAME - Second Signer			I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.		
STREET OR RR					
TOWN			STATE	ZIP CODE	
Use County ROUTT	Use State/Province CO				

± **NOTICE:** Equipment may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere. Purchaser may deactivate Telematics by contacting the JDLink Global Support group at 1-800-251-9928 or via email at jdlinksupport@johndeere.com.

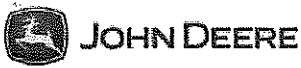
QTY	NEW	RENTAL	USED	Equipment & Value Added Service (Give Model, Size & Description)	Hours of Use	PRODUCT IDENTIFICATION NUMBER	DELIVERED CASH PRICE (Or Total Lease Payments)
1	X			JOHN DEERE 1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)			\$ 28,683 13
1	X			LVB24852 Beacon Light Kit (Cab Only)			\$ 220 41
1	X			JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck			\$ 4,646 59
I (We) offer to sell, transfer, and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade-in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens, and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item.						TOTAL CASH PRICE	\$ 33,550 13
QTY	DESCRIPTION OF TRADE-IN			Hours of Use	PRODUCT IDENTIFICATION NUMBER	AMOUNT	
1	2005 JOHN DEERE 1565 36HP 4WD DIESEL FM			819	1TC1565D020007	\$ 4,050 00	
PURCHASER TYPE 4 Use County						TOTAL TRADE-IN ALLOWANCE	\$ 4,050 00
MARKET USE 71 Airports						1. TOTAL CASH-PRICE	\$ 33,550 13
COMMENTS:						2. TOTAL TRADE-IN ALLOWANCE	\$ 4,050 00
						3. TOTAL TRADE-IN PAY-OFF	\$ 0 00
						4. BALANCE	\$ 29,500 13
						8. EST. SERVICE AGREEMENT TAXES	\$ 0 00
						9. SUB-TOTAL	\$ 29,500 13
						10. CASH WITH ORDER	\$ 0 00
						11. RENTAL APPLIED	\$ 0 00
						12. CASH DISCOUNT	\$ 0 00
						13. BALANCE DUE	\$ 29,500 13

IMPORTANT WARRANTY NOTICE: The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**

NOTICE: Use of John Deere Services, if applicable, and all rights and obligations of John Deere and the Customer (as identified in the applicable agreement), are governed by the terms and conditions outlined in the applicable Services and Software agreements available at www.JohnDeere.com/Agreements. If these terms and conditions are not agreeable do not use the Services.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board. In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

ACKNOWLEDGEMENTS - I (We) promise to pay the Balance Due (line 13) shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.



Purchase Order for
John Deere Equipment (U.S. Only)

PO# 06309336
PO Revision# Original

Quote ID: 17606717

Purchaser Name: YAMPA VALLEY REGIONAL AIRPORT

Purchaser's
Signature _____

Accepted
By

[Handwritten Signature]

Purchaser's
Signature _____

Date
Accepted

May 22, 2019

Salesperson

PARROTT, DENNIS D

Delivery Acknowledgement

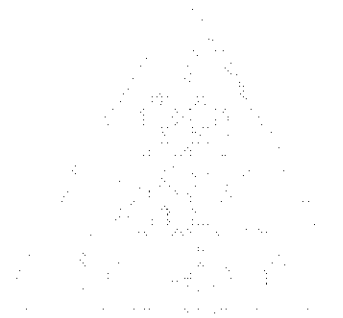
Delivered On:

Warranty Begins:

Signature

Date

COPY



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, harvesting, and application Equipment which may have a delayed warranty start date, but only if established by John Deere and noted by Selling Dealer on the Purchase Order). **Included In 5E Series Tractor and Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, emissions control components, timing gear covers, flywheel housing, and all parts contained therein. **Powertrain:** transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). **SWEEPS, SHOVELS, PLOWSHARES, AND DISK BLADES:** A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Heavy Duty Land Leveling applications exceeding 150 hours per year	90 Days
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications less than half of the annual usage	24 Months or 2000 Hours, Whichever Comes First
9R Series Tractors factory equipped with Option 0574 used in Heavy Duty Land Leveling applications exceeding half of the annual usage	90 Days
Scraper Special Tractors	24 Months or 2000 Hours, Whichever Comes First
5E Series Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on 5E Series Tractors (components as per B above)	60 Months or 2000 Hours, Whichever Comes First
Scrapers	6 Months for MY14 and earlier 12 Months for D Series and MY15 and later
Frontier™ Equipment	12 months
Sugar Cane Harvesters and Loaders	12 months or 1500 hours, Whichever Comes First
All other Equipment (includes Ag Management Solutions (AMS) products)	12 Months
Premium Balers	24 Months or 12,000 bales, Whichever Comes First; First 12 Months, No Bale Limitation
Large Square Balers	12 Months, No Bale Limitation
a) Powertrain on Large Square Balers	24 Months or 20,000 bales, Whichever Comes First
Hagie Manufacturing Company LLC Sprayers and Detassellers	24 Months or 1000 Hours, Whichever Comes First
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered in months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and 100 Series Tractors**	24 Months or 120 Hours, Whichever Comes First
2) S200 Series Tractors**	36 Months or 200 Hours, Whichever Comes First
3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z525E)**	48 Months or 300 Hours, Whichever Comes First
4) X500 Series Tractors; Z700E and Z500R Series ZTrak™ Mowers, and Z600 Series EZtrak™ Mowers**	48 Months or 500 Hours, Whichever Comes First
5) X700 Series Tractors**	48 Months or 700 Hours, Whichever Comes First
6) Z700M Series ZTrak™ Mowers**	48 Months or 750 Hours, Whichever Comes First
7) Z700R Series ZTrak™ Mowers**	48 Months or 1000 Hours, Whichever Comes First
8) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential – Personal Use or 90 Days in Any Other Application
9) Wide Area Mowers, Front Mower Traction Units and Mower Decks, QuikTrak™ Mowers, Commercial Walk Behind Mowers	24 Months
10) Z900B, Z900E, and Z900M Series ZTrak™ Mowers	36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
11) Z997, Z900A Series and Z900R Series ZTrak™ Mowers	36 Months or 1500 Hours, Whichever Comes First; First 24 Months, No Hour Limitation
12) Compact Utility Tractors	24 months or 2000 hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	72 months or 2000 hours, Whichever Comes First
b) Compact Utility Tractor Loaders D120, 120R, 220R, 300E, 300R, 320R, 400E, 440R	24 Months
13) GATOR™ Utility Vehicles (except CX)	12 Months or 1000 Hours, Whichever Comes First
14) Except as provided above, all other Implements/Attachments sold separately or purchased on the same Purchase Order as Equipment listed in 9 through 13	12 Months
15) CX GATOR™**, All other Turf & Utility Equipment	24 Months in Private Residential - Personal Use or 12 Months in Any Other Application

**Implements/Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Implements/Attachments purchased separately will be covered by the warranty term on line 14.

C. (I) ITEMS COVERED SEPARATELY – (1) Tires, rubber tracks and batteries; (2) John Deere Hand Held-Portable products; (3) John Deere Walk Behind Snowthrowers; (4) When applicable, a separate emissions warranty statement will be provided by Selling Dealer.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an Authorized Dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an Authorized Dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO STATUTORY OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact Selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).

1575 TerrainCut with ComfortCab Commercial Front Mower (Less Mower Deck)

37.4 HP (27.5 kW), gross SAE J1995,
PS

Rated at 3000 rpm
Displacement 100.2 cu. in. (1.64 L)
Three Cylinder Liquid-Cooled
Up to B20 Compliant
Dual Element Air Cleaner
Air Restriction Indicator
12V Electric Start
12V Auxiliary Power Outlet
95 AMP Automotive Alternator
16 U.S. Gallon Fuel Capacity
Two Pedal Hydrostatic Foot Control
Hydrostatic Transmission
Four Wheel Drive
Full Time 4WD / On-Demand
Hydrostatic Power Steering
Differential Front Wheel Lock
Front Lights (steering column
mounted)
23x10.50-12 In. 4PR Turf
Drive Tires
18x8.50-10 In. 6PR Turf
Steering Tires (4WD)
Transmission Oil Cooler
Individual Turn Assist Brakes
Wet Disk Brakes
Master Stop Brake
Dual Hydraulic Implement

Lift Cylinders
Less Mower Deck
Hourmeter
Fuel Gauge
Tilt Steering Wheel
PTO Driven Implements
Operator Presence System
Low Oil Pressure Warning Light
Hydraulic Oil Temp. Light and
Alarm PTO Shutdown
Cast Iron Rear Bumper
Operator Training Video

Factory Installed ComfortCab
Air Conditioning and Heater
Six Multi-Directional Air Vents
Fabric Air Ride Suspension Seat
with Adjustable Armrests, Lumbar,
and Seat Back
Dual Forward Work Lights
Two Speed Front Windshield Wiper
Rearview Mirror (inside)
Sun Visor
Interior Light
Two Front/Two Rear Roof Mounted
Warning Lights and Turn Signals
Double Spool Auxiliary Hydraulic
Valve
with Forward-mounted Couplers

Specifications are based on published information at the time of publication. The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less. Specifications are subject to change without notice. Contact [your local John Deere dealer](#) for more detailed information.

Prices are subject to change without notice. In all cases, current published price lists and incentive program bulletins will take precedence.



JOHN DEERE

PowerGard™ Protection Plan

Extended Warranty Proposal

Commercial Mower

Date: 22 May 2019

Machine/Use Information		Plan Description		Price	
Manufacturer:	John Deere	Plan Type:	New (Plan A)	Deductible:	\$ 0
Equipment Type:	Commercial Mower	Coverage:	Comprehensive	Cost:	\$ 840 *
Model:	1575 TerrainCut	Total Months:	48		
Country:	United States	Total Hours:	1200		
Scraper/Const. Use: N/A					
Quoting Dealer: U. S. TRACTOR & HARVEST, Craig, CO, US					

* THIS PROPOSAL IS VALID FOR 30-DAYS FROM DATE ISSUED. GRACE pricing is only good during the first 95 days or 100 hours of ownership for new Commercial Mowers, Gator Utility Vehicles, and Golf & Turf equipment during the John Deere basic warranty period. After this period, DELAYED pricing can be purchased up to the first 12 months or 300 hours with an applied surcharge. The Total Months and Hours listed above include the John Deere Basic Warranty of 24 months / unlimited hours for most Commercial Mowers and Golf & Turf products (and 36 month basic warranty on Z700 and Z900 Series). Gator Utility Vehicles have a John Deere basic warranty of 12 months / 1000 hours. "Limited" Plan coverage = Engine & Powertrain only; "Comprehensive" = Full Machine.

What PowerGard Protection is:

The PowerGard Protection Plan is an extended warranty program for reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Agricultural and Commercial equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not:

PowerGard Protection is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

PowerGard Protection includes the following features and benefits under the program:

- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership, with no prepayment required by the contract holder,
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large, unexpected repair bills during later years of equipment ownership, in exchange for a smaller protection fee up front.

PowerGard Protection Proposal Prepared for:

Customer Name - Please Print

Customer Signature

Date

I have been offered this extended warranty and

I ACCEPT the PowerGard Protection.

I DECLINE the PowerGard Protection.

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note: This is not a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

optional

**INVITATION FOR BID (IFB) #646
72 INCH COMMERCIAL MOWER WITH REAR DISCHARGE DECK
FOR YAMPA VALLEY REGIONAL AIRPORT (YVRA)
HAYDEN, COLORADO**

The purpose of this Invitation for Bid (IFB) and accompanying specifications are to provide instructions and assistance in submitting a bid response for one (1) new, 72 inch commercial front mower with 72 inch rear discharge deck. The objective is to take delivery by July 31, 2019. Please see the specifications for further details.

1) GENERAL TERMS AND CONDITIONS

- a) Bid responses will be received by the Board of Routt County Commissioners (herein called the Owner) at the address listed below:

Bid responses must be received not later than:
Late bid responses will not be considered

1:30 p.m. MDT June 11, 2019

U.S. mail delivery to this address
Routt County Commissioners Office
P.O. Box 773598
Steamboat Springs, CO 80477-3598

Expedited services via Federal Express, UPS, etc. to this address
Routt County Commissioners Office
522 Lincoln Avenue
Steamboat Springs, CO 80487

For questions or further information please contact
Julie Kennedy, Purchasing Agent
jkennedy@co.routt.co.us
Direct Phone Number: 970-870-5316
Fax: 970-879-3992

- b) All bids will be publicly opened at **1:30 p.m. MDT June 11, 2019** and read aloud in the Purchasing Office, 1st floor of the Annex Building, 136th Street, Steamboat Springs, CO.
- c) Bid response must be in a sealed envelope with "IFB- #646 YVRA Commercial Mower" clearly written on the sealed envelope and the envelope should bear the name of the Bidder, address, and phone number. If forwarded by mail, the sealed envelope containing the bid response must be enclosed in another envelope addressed to the Owner at P.O. Box 773598, Steamboat Springs, CO 80477.

- d) Only one copy of the bid is required.

Note that bids will be considered on equipment complying substantially with specifications, provided each deviation is stated and each substitution are described in detail. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. Routt County will be the sole determiner whether such substitutions are equivalent to the equipment specified.

The price shall include all cost complete for delivery FOB Destination; this includes freight and dealer preparation charges. Please submit descriptive literature showing complete specifications for the item being bid. Specifications are detailed on the respective proposal form.

- e) Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit bid responses.
- f) Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be declared as non-responsive or otherwise discarded.

2) **INQUIRIES AND NO CONTACT POLICY**

- a) All questions must be received, in writing, prior to June 4, 2019 and should be directed to Routt County Purchasing Agent Julie Kennedy at jkennedy@co.routt.co.us.
- b) Questions will be answered by Addenda that will be issued to all Bidders who received a copy of the IFB and posted on the Routt County website. The County shall not be legally bound by an addendum or interpretation that is not in writing.
- c) Any contact initiated by any Bidder with any County representative, other than the Purchasing Department representative listed herein, concerning this IFB is prohibited. Any such unauthorized contact may cause the disqualification of the Bidder from this procurement transaction. Information obtained from an unauthorized officer, agent, or employee of Routt County or any other person shall not affect the risks or obligations assumed by the contractor or relieve him from fulfilling any of the conditions of the contract for the purpose of this project.

3) **LATE BIDS**

- a) Late bids will not be accepted and once documented, will be returned to the Bidder.
- b) Routt County appreciates the time and effort in preparing this response to our IFB. Due date and time is essential and please note that all bid responses and any

addenda pertaining to the IFB must be received at the designated location by the deadline above. It is the sole responsibility of the Bidder to ensure that their bid response is received by Commissioners Office personnel before the deadline indicated above. Should you decide to utilize an express delivery service, please note that overnight service is not always delivered on the next day.

4) WITHDRAWAL OF BID RESPONSES BEFORE OPENING

- a) Bid responses may be modified or withdrawn prior to the due date and time above by submitting a written request for its withdrawal to the Purchasing Agent listed. After the time set for opening of bid responses no bid response may be modified or withdrawn. Withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed. Bidder may submit the same, a new, or a modified bid response prior to the due date and time shown above.
- b) No bidder may withdraw a bid within 60 days after the actual date of the IFB opening.

5) MISTAKES AFTER BID OPENING

- a) Bid responses containing patently obvious mechanical, clerical or mathematical errors may be withdrawn by the bidder if clear and convincingly sworn, written evidence is furnished to the County within 48 hours of the bid opening excluding Saturday, Sundays and Legal Holidays.
- b) Under no circumstances can a bidder be allowed to raise their unit prices(s) as contained in the initial bid.

6) REJECTION OF BID RESPONSES

- a) Routt County reserves the right to reject any or all bid responses and to waive informalities and minor irregularities in bid responses received, and to accept any portion of the bid response whichever is deemed to be in the best interest of Routt County.

7) INDEMNIFICATION

- a) The Bidder shall indemnify and save harmless Routt County and all County officers, agents, and employees from all suits or claims of any character brought by reason on infringing on any patent trademark or copyright.
- b) The County shall not be legally bound by an addendum or interpretation that is not in writing. It will be the Bidder's responsibility to make inquiry as to the addenda issued.

8) PERMITS, TAXES AND FEES

- a) All bid responses submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies.
- b) The bid price shall be exclusive of any federal or state taxes from which Routt County is exempt by law.

9) CLARIFICATION OF IFB DOCUMENTS AND ADDENDA

- a) If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in these IFB documents, they shall immediately notify the Purchasing Agent of such error and request modification or clarification of the document.
- b) Bidders requiring additional information may submit their questions in writing to the attention of the Purchasing Agent.
- c) Answers to questions received that would change and/or clarify this solicitation will be provided in writing, via an addendum, to all suppliers that were sent the original IFB
- d) IFBs and addenda are listed on the Routt County website under the Purchasing Department and it is the Bidders responsibility to ensure they have all addenda pertaining to this IFB. The Routt County website is: <http://www.co.routt.co.us>
- e) Any addenda issued will be numbered sequentially beginning with the number #1.
- f) Number of each addendum received, if any, must be shown on the signature page of bid response document.
- g) All such addenda shall become part of the contract documents and all Bidders shall be bound by such addenda.
- h) The County shall not be legally bound by an addendum or interpretation that is not in writing.

10) GOVERNING PRICES

- a) Each Bidder shall furnish the information required; the unit price for each item bid must be shown. A total for each item bid must be entered, and in case of error in extension, unit price prevails. (Award may be awarded on an "each basis" or "complete lot bid").

12) BONDS

- a) Each bid response must be accompanied by a bid bond payable to the Owner for five percent of the total amount of the bid. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders within three days after the date of the bid response opening. When the contract is executed, the bid bonds of the two remaining unsuccessful Bidders will be returned. The bid bond of the successful Bidder will be retained until the contract, payment bond, performance bond and insurance certificate have been executed and approved, after which it will be returned.
- b) Attorneys-in-fact who sign the bid bonds or payment bonds must file with each bond a certificate and effective dated copy of their power of attorney.
- c) A performance bond and a payment bond, each in the amount of 100 percent of the contract price with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.
- d) Bonds submitted to the County must meet the following criteria:
 - 1. The bond must be issued by a corporate surety authorized to do business as a surety in the State of Colorado;
 - 2. The surety issuing the bond must have a current Best's Rating of "A" or better (A- is NOT acceptable);
 - 3. The bond must provide that jurisdiction for any action on the bond shall be in the Routt County District Court, Routt County Court or the U.S. District Court for the District of Colorado; and
 - 4. The bond must provide that the substantially prevailing party in any action to recover on or enforce the bond shall have the right to recover its reasonable costs incurred in such action, including, without limitation, attorney fees.

13) QUALITY OF PRODUCTS

- a) Unless otherwise indicated in this IFB, it is understood and agreed that any item offered or shipped in response to this IFB shall be new and date stamped, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging
- b) Samples of items, when requested, must be furnished free of expense, and if not destroyed by testing, will be returned at bidder's request and expense.
- c) All materials and products offered must be guaranteed to meet the requirement to the specifications indicated and operate satisfactorily on the County's existing equipment (as applicable).

14) ITEM SUBSTITUTIONS

- a) Please submit brochures and/or specifications, specifying brand, etc.
- b) It shall be the responsibility of the Routt County to determine what is considered an approved product on any and all projects or items.

15) REFERENCES AND QUALIFICATIONS

- a) All Bidders shall include a list of a minimum of three references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
- b) References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked short listed Bidders are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by Bidder.
- c) To demonstrate qualifications to perform the work, each Bidder must be prepared to submit within five days of Owner's request written evidence, such as financial data, previous experience and evidence of authority to conduct business in the jurisdiction where the project is located. Should financial data be requested, it will be treated as confidential information and will be returned to the Bidder shortly after award of the contract. Each Bid must contain evidence of Bidder's qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the contract.
- d) All work shall be prosecuted in an orderly and diligent manner. All work to be completed in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry. The Contractor shall cooperate with and conform to the request of the Owner to expedite particular portions of the work or to suspend or transfer his operations on any portion of the work where such alteration of the contractor's operations is deemed advisable by the Owner.

16) SUBCONTRACTORS

- a) The Bidder shall supply the names and addresses of major material suppliers and sub-contractors when requested to do so by the Owner.

17) WARRANTY

- a) Bidder shall specify warranty terms and conditions along with supporting documentation regarding the warranty (if available). Please specify location of closest provider for warranty repairs and service for proposed equipment.

Specify Warranty: 2 years unlimited hours
 Closest Warranty Provider: U. S. Tractor & Harvest Inc. Craig Colo.
 Additional Warranties (if available): extend full coverage - total 4 years, 1200 hours
 Cost associated: ~~\$ 840.00~~ Total price with machine \$ 30,340.13

18) DELIVERY

- a) Please state delivery date from order: (estimated) July 10, 2019

19) BIDDER SUGGESTED OPTIONS/ALTERNATIVES/SUGGESTIONS

- a) Please provide your suggested alternatives, options, enhancements, accessories, etc. which in your opinion, would provide a better value, service, product, life, etc. to Routt County and may not be specified in the technical specifications. Please list below your suggestions/options, and indicate the reasoning or justification for your suggestions. State the price or costs associated with these options (if any). Please submit brochures/literature with information of the reason for the suggested enhancement, option, etc (attach additional information if necessary).

Suggested Option/Alternative	Justification	Price

(Attach additional information if necessary)

20) INSTRUCTION FOR SUBMITTING BID RESPONSE.

- a) All bid responses must be signed by an official of the Bidding firm who has specific and legal authorization to obligate the Bidder to the terms of said specifications. Altered or incomplete bid responses or use of substitute formats may render the bid submission non-responsive. No marginal notes of any description on the Bid Sheet will be allowed.
- b) Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be declared as non-responsive or otherwise discarded.
- c) No bid shall be altered or amended after the time specified for opening. Under no circumstances can a Bidder be allowed to raise their unit prices as contained in the initial bid.
- d) No substitutions will be accepted unless noted.

- e) Bidders are to visibly mark as “confidential” each part of their bid which they consider to be proprietary information.

22) CONTRACT DOCUMENT

- a) This IFB, submitted documents, and any negotiations, when properly accepted by Routt County shall constitute a contract equally binding between the successful offeror and Routt County. The selected Bidder will be considered as prime supplier.
- b) The contract that will be used will be a Routt County Purchase Order.

23) ESTIMATED PROJECT SCHEDULE

IFB sent to Bidders	May 21, 2019
Last day for questions from Bidders	June 04, 2019
IFB response due	June 11, 2019
Recommend Award to BCC	June 25, 2019
Purchase Order Issued	June 25, 2019

24) SPECIFICATIONS

- a) Note that bids will be considered on equipment complying substantially with specifications, provided each deviation is stated and each substitution are described in detail. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. Routt County will be the sole determiner whether such substitutions are equivalent to the equipment specified.
- b) One (1) new, 72 inch commercial front mower with 72 inch commercial rear discharge deck
- Diesel engine: minimum horsepower 36.0 at 3000 rpm, liquid cooled
 - Fuel Capacity: 15 gal minimum
 - Factory installed cab including air conditioning and heater, air ride suspension seat with armrests, lumbar, and seat back
 - Hydrastatic transmission single speed, optional full time or on-demand 4 wheel drive, variable mow speed
 - Hydraulic motor on each drive wheel
 - Hydraulic System: minimum 5.0 gal capacity
 - 4 Turf Drive Tires 4WD or equivalent, 18x8.5-10, 4PR
 - Parking brake
 - Power Steering
 - Commercial Rear Discharge Deck: 72 inch, commercial, rear discharge, 7 gauge 0.177 inch, fabricated deck, semi pneumatic caster wheels belt shields, rear anti-scalp wheels, front anti-scalp rollers, 3 spindle blades, 1 in. splined shaft drive rotate for service, cut range between 1”-6”
 - Rear Deck Deflector Kit
 - Beacon Light Kit (Cab Only)

- Delivered within 30 days or sooner upon receipt of purchase order.

c) Trade-in value for John Deere 1565 mower and 72" side commercial deck with 816.9 hours as of April 17, 2019