

# PURCHASE ORDER

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100 Third Street, Suite 130  
Castle Rock, CO 80104  
Email: [criggs@douglas.co.us](mailto:criggs@douglas.co.us)  
(303) 660-7430 \*\*FAX (303) 660-9661

**PO Number:** 37442  
**Department:** 822110  
**Vendor No:** 1394833  
**Tax ID:**

**Vendor:**

MBF INDUSTRIES INC  
210 TECH DRIVE  
SANFORD FL 32771

**Ship To:**

DOUGLAS COUNTY GOVERNMENT  
JUSTICE CENTER  
4000 JUSTICE WAY  
CASTLE ROCK CO 80109

**Ordered Date:** 07/26/17

**Requested Date:** 07/26/17

**Terms:** Net 30 Days

Line	Description	UOM	Account Number	Extended Price
1.000	Cars, Vans, Pickups SEE LINE ATTACHMENT	EA	822110.474300	186,637.90
ONE (1) EACH: SWAT SUPPORT VEHICLE, PER DRAWING #JC-16071-03 DATED 8/5/16. UNIT PRICE = \$183,437.90. ONE (1) EACH: DELIVERY TO DOUGLAS COUNTY COLORADO. UNIT PRICE = \$3,200.00. PRICING AS SPECIFIED PER ALL TERMS AND CONDITIONS OF GSA #GS-30F-0022S, DRAWING #JC-16071-03, AND APPROVAL BY THE BOARD OF COUNTY COMMISSIONERS AT THE BUSINESS MEETING ON JULY 11, 2017. TOTAL COST: \$186,637.90. COUNTY CONTACT: LT. DAN MCMILLAN @ 303-814-7038.				

**Sub Total:** 186,637.90

**Total Order:** 186,637.90

## TERMS AND CONDITIONS OF PURCHASE

- The purchase of the products and/or services described herein are subject solely to the standard terms and conditions of Douglas County Government. The terms and conditions are printed below and on the flip-side of this purchase order. In addition, the terms and conditions are posted on the Finance Department/Purchasing Division webpage at <http://www.douglas.co.us/government/departments/finance/purchasing/>
- This Purchase Order ("PO") may contain an item or items issued pursuant to a Master Contract or other agreement previously agreed to between Douglas County and the Vendor. All of the terms and conditions of the Master Contract or other agreement shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this PO: a) that for any item referencing the Master Contract or other agreement and where the terms and conditions stated in this PO differ from the Master Contract or other agreement the PO terms are void and of no effect; and b) that where there is no Master Contract or other agreement, the Vendor agrees to be bound by all of the terms and conditions of this PO.

Douglas County Government Purchasing Approval

DATE:

7/26/17

## TERMS & CONDITIONS ~ DOUGLAS COUNTY PURCHASE ORDER

- 1) Non-exclusive: This PO is non-exclusive. The County does not guarantee any minimum purchase other than as provided herein.
- 2) Inspection and Acceptance: The Vendor shall perform all services in accordance with the standard of care by highly competent vendors who perform like or similar services. The County may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. The Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications nor impose liability on the County for such goods/services. If any part of the goods/services are not acceptable to the County, the County may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at the Vendor's expense, or (3) reject and return the goods at the Vendor's cost and/or reject the services at the Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from the County, and any such replacement shall be on the same terms and conditions contained in this PO.
- 3) Shipping, Taxes & Other Charges: The Vendor shall procure all permits and licenses, pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this PO, and all cost thereof have been included in the prices herein. The County shall not be liable for the payment of taxes, late charges or penalties of any nature. The Vendor shall be responsible for any environmental contamination, damages and cleanup.
- 4) Risk of Loss: The Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to the County. Loss, injury or destruction shall not release the Vendor from any obligation hereunder.
- 5) Invoice: Each invoice shall include (1) the PO number; (2) individual itemization of the goods/services; (3) per unit price, extended & totaled; (4) an invoice number & date; (5) ordering departments name and "ship to" address; and (6) agreed to payment terms.
- 6) Payment: The County's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the County for the purchase of this PO.
- 7) Indemnification/Limitation of Liability: The Vendor shall indemnify and hold harmless the County against any and all losses, liability, damage, claims, demands, actions and/or other proceedings and all costs and expenses connected therewith, including without limitation attorney fees, that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret other intellectual property right related to this PO or that are caused by or the result of any act of or omission of the Vendor, its agents, suppliers, employees or representatives. The Vendor's obligations shall not apply to any liability or damages which result solely from the negligence of the County.
- 8) Termination: The County may terminate this PO immediately, in whole or in part, at any time for any reason, upon written notice to the Vendor.
- 9) Venue: Venue for all legal actions shall lie in the District Court for the County of Douglas, and shall be governed by the laws of the State of Colorado.
- 10) Assignments; Third Party Beneficiary: The Vendor shall not assign or sub contract any of its rights or obligations under this PO without the prior written consent of the County. The Vendor shall continue to be liable under this PO and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This PO is solely for the benefit of the County and the Vendor and no third parties.
- 11) Compliance with Laws: The Vendor shall observe and comply with all federal, state and local laws, codes, ordinances, rules, regulations and executive orders related to its performance under this PO. The County may terminate this PO, in whole or in part, if the Vendor or an employee is convicted or admits culpability to a criminal offense relating in any way, direct or indirect, to this PO.
- 12) Insurance: The Vendor may be required by the County's Risk Management Office to carry automobile liability, general liability or professional liability insurance covering all goods and services related to this PO. The Vendor shall comply with all the insurance requirements of the County's Risk Management Office.
- 13) No Discrimination in Employment: The Vendor agrees not to refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, sex, color, national origin, or ancestry.
- 14) Illegal Aliens: The Vendor shall comply with C.R.S. 8-17.5-101 *et seq* regarding illegal aliens – Public Contract for Services.
- 15) Governmental Immunity: The Vendor understands and agrees that the County, its commissioners, officials, officers, directors, agents and employees, are relying on and do not waive or intend to waive any provisions provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 to 120, or otherwise available to the County.