

Purchase Order Number 14283

# ADAMS COUNTY PURCHASE ORDER

Page 1 of 1  
 Order Date: 01/30/17  
 Requested Date: 10/31/17  
 Cost Center: 935117

This Number Must Appear on all Invoices, Packing Lists, and Packages

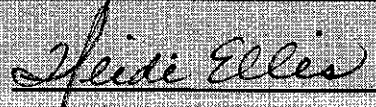
Vendor Address	Vendor and Shipping Information	Ship To Information
MEADOW GOLD DIARY 1325 W OXFORD AVE ENGLEWOOD CO 80110  <i>attn: Mark</i>  VENDOR NUMBER: 79121	Phone: <i>303-761-2210</i> FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY HEAD START ADMINISTRATION 7111 EAST 56TH AVENUE, 1ST FLOOR COMMERCE CITY CO 80022  <i>attn: Leslie Oliver</i>

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	1	Delivery of Milk Products  Purchase Order is being issued for vendor to provide all labor and materials for the delivery of dairy products to utilize throughout the school year for Adams County Human Service Department, Head Start Program located at 7111 East 56th Avenue, Commerce City, Colorado 80022. All products and pricing per Vendors Quote dated December 2016. Coordinate all services with Leslie Oliver, Health and Nutrition Manager at 303.286.4157. PO not to exceed \$25,000.00.		EA	0.0000	25,000.00	935117.7215 C 4500	00009612

Original

<b>Term</b> Net 30 Days	<b>Tax Rate</b> *NA*	<b>Sales Tax</b> 0.00	<b>Total Order</b> 25,000.00
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ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT  
 COLORADO TAX EXEMPT #98-03569

Invoice to: Adams County A/P 4430 S. Adams County Pkwy Suite C4000A Brighton, CO 80601-8212 720-523-6050	Inquiries to: Adams County Purchasing Department 4430 S. Adams County Parkway, Suite C4000A Brighton, CO 80601-8212 720-523-6050	 719519 ELLIS, HEIDI M ADAMS COUNTY AUTHORIZED SIGNATURE
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## ADAMS COUNTY PURCHASE ORDER TERMS AND CONDITIONS

**Quality:** Vendor warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At County's option, and without prejudice to any other rights County may have, Vendor shall remedy any defective goods or reimburse County for its costs for remedying or replacing defective goods.

**Packing Charges:** No charges will be allowed for transportation, boxing, crating or other packaging unless set forth in writing in this Order.

**Terms of Payment:** Payment in full by County shall be made within thirty (30) days after receipt of invoice from Vendor.

**Tax Exempt:** County is a tax-exempt government entity, a body politic and corporate. No sales, use or excise taxes shall be included in or added to the prices of materials or goods on this Order. County's tax exempt number is 98-03569.

**Appropriation Clause:** The payment of County's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the County may terminate this Order. County's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against County.

**Cancellation for Cause:** This Order is to be acknowledged properly, and the date of shipment shall be stated definitely in the acknowledgment by Vendor. In the event of Vendor's failure to deliver as and when specified, County reserves the right to cancel this Order, or any part thereof, without affect to its other rights, and Vendor agrees that County may return part or all of any shipment so made and may charge Vendor with any loss or expense sustained as a result of such failure to deliver.

**Risk of Loss:** If the risk of loss passes at the shipping point, and if Vendor fails to pack the goods in an appropriate manner or to ship them in the manner or route directed by County, Vendor shall reimburse County for any loss resulting from that failure.

**Compliance:** Vendor represents and warrants that it is in compliance with all applicable laws, rules and regulations that affect this Order.

**Patents and Copyrights:** Vendor shall indemnify, hold harmless, and defend County, its directors, officers, agents and employees for, from and against any suit, claim or demand alleging infringement of any patent or copyright or misappropriation of any confidential information or trade secret in the United States, in the country of source or country of destination, based on the manufacture, assembly, sale, lease or use of goods, machinery, equipment, apparatus, materials or processes supplied hereunder.

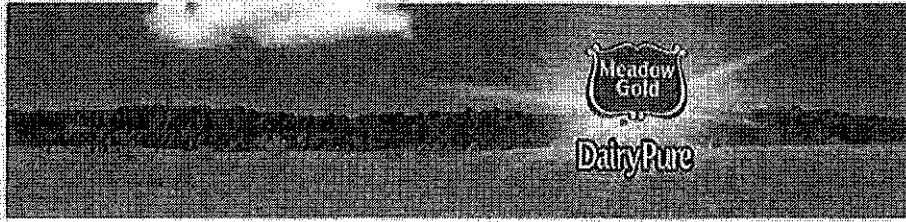
**Indemnification:** Vendor shall fully protect, indemnify, hold harmless and defend County, its directors, officers, agents and employees for, from and against any and all loss, cost, damage, injury, liability, claims, liens, demands, taxes, penalties, interest or causes of action of every nature whatsoever, including but not limited to those of Vendor's subcontractors, which in any manner arise out of, are incident to, or are in connection with Vendor's performance under this Order.

**Jurisdiction and Venue:** The laws of the State of Colorado shall govern the interpretation, validity and effect of this Order. Jurisdiction and venue for any disputes arising under this Order shall be with the District Court of Adams County, Colorado.

**Assignment:** This Order shall not be assigned in whole or in part without the prior written approval of County.

**No Waiver of Rights:** No actions or lack of action by County shall be deemed a waiver of any of the provisions, terms or conditions set forth herein. Any waiver by County must be in writing.

**Entire Agreement:** This Order, properly signed, constitutes the entire agreement between County and Vendor. Any alterations, changes, variations, or additional terms by Vendor are rejected unless expressly assented to in writing by County. Acceptance is expressly limited to the terms of this Order; any additional or different terms are of no force and effect and notification of objection to such additional terms is hereby given.



Adams County - Head Start  
December 2016

ITEM DESCRIPTION	SIZE	PRICE
1% White Milk	1/2 Pint	\$0.283
1% White Milk	Gallon	\$3.756
Silk Soy Milk Plain	1/2 Gallon	\$4.250
Cottage Cheese	5 Pound	\$8.871
Eggs	Dozen	\$0.840

Pricing will change monthly based on the enclosed letter.

Quote: 2017.302  
PO# 14283