**ADAMS COUNTY PURCHASE ORDER**

**Vendor Address**: ARNOLD MACHINERY COMPANY  
PO BOX 30020  
SALT LAKE CITY UT 84130

**Vendor and Shipping Information**:  
Phone:  
FAX:  
E-mail:  
Delivery: FOB DESTINATION

**Ship To Information**: ADAMS COUNTY SHERIFF'S OFFICE  
4201 EAST 72ND AVENUE, SUITE C  
COMMERCE CITY CO 80022

**Vendor Number**: 13181

*Per all terms and conditions indicated in 2017.410.*

<table>
<thead>
<tr>
<th>Ln</th>
<th>R</th>
<th>Description / Supplier Item</th>
<th>QTY</th>
<th>UOM</th>
<th>Unit Price</th>
<th>Extended Price</th>
<th>Account Number</th>
<th>Req. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Hyster Order Picker</td>
<td>EA</td>
<td></td>
<td>0.0000</td>
<td>31,966.20</td>
<td>2016.9165</td>
<td>W 2016705</td>
</tr>
</tbody>
</table>

**Term**: Net 30 Days  
**Tax Rate**: "NA"  
**Sales Tax**: 0.00  
**Total Order**: 31,966.20

**Invoice to**:  
Adams County Sheriff's Office  
Accounts Payable  
P.O. Box 5001  
Brighton, CO 80601  
303-655-3237

**Inquiries to**:  
Adams County Sheriff's Office  
Purchasing Department  
332 N 19th Ave  
Brighton, CO 80601  
303-655-3236

**Signature**:  
92805  MCLEAN, ELISSA R  
ADAMS COUNTY AUTHORIZED SIGNATURE
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.
<table>
<thead>
<tr>
<th>Qty</th>
<th>Item</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Arnold Machinery Co. HYSTER R30XMS3</td>
<td>$26,002.20</td>
<td>$26,002.20</td>
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<td>1</td>
<td>Contract Maintenance Agreement 5 yr Plan</td>
<td>$5,962.00</td>
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**TOTAL** $31,964.20

**Vendor Name** Arnold Machinery  
**Contact Name** Steve Haddock  
**Telephone #** 303-523-5333  
**Fax #** 303-523-5333  

**Address** 3800 Quentin St  
**City** Denver  
**State** CO  
**Zip** 80239

**Requested By**: Richard Coffee  
**Date**: 3/3/17  
**Account #:** 2016.9165  
**Subledger**: 1W20161765  
**P.O. #:** Req#018970

**Approved By**:  
**Date**: 2/7/17  
**Account #:**:  
**Subledger**: ERROR!

**DO NOT WRITE BELOW THIS LINE**

**BILL TO:**

Adams County Sheriff's Office  
Attn: Accounts Payable  
P O Box 5001  
Brighton, CO 80601-5001

Form 2108 (2/07)
3800 Quentin Street
Denver, CO 80239
Ph. (303) 573-5333 Fax (303) 893-3854

CONTRACT MAINTENANCE AGREEMENT
DATE:________

Arnold Machinery Company agrees to provide full maintenance and repairs for Adams County under the following conditions:

1. The terms of this agreement will be from _______________ to _______________, according to the scheduled for total per $99.40 per month (based on 500 annual hours of annual operation):

5 Year Contract Maintenance $5,964.00

2. Under this agreement Arnold Machinery Company agrees to:

   A. Service and maintain above listed equipment by performing regularly scheduled maintenance, warranty repairs, routine repairs, and emergency break downs.
   
      The dealership will contact the applicable location to schedule Periodic Maintenance. Each dealership will have the authority to perform repairs covered by warranty. If the repairs are deemed customer abuse, damage, misuse, neglect, vandalism, acts of God, Arnold Machinery Company will communicate to _________________ in Denver, Co for authorization to perform the repairs.

   B. Perform periodic maintenance services at 250 to 300 hour intervals at customer location. All service and repairs will be performed during normal business hours (7:30 a.m. to 4:00 p.m. Monday through Friday excluding holidays).

   C. Arnold Machinery will be responsible for light replacement. Service calls for lights will be limited to occur at the time of other service Periodic Maintenance visits, or other repair visits; not a separate service call for lights only.

   D. Notify customer contact of any damage, abuse or misuse we identify. We will provide customer contact person with a copy of service report that lists needed repairs and an estimated cost for those repairs prior to performing services. (see 3 E)

   E. Arnold Machinery Company contact information:
3. **Under this agreement, Adams County agrees to:**

A. Instruct and supervise lift truck operators as to the correct procedures for safe operation of the unit, per the manufacturer’s operation manual for lift trucks and attachments.

B. Require operators to perform daily lift truck inspections at the start of each shift, as per the owner’s and operator’s manual published for the equipment. Any items needing attention will be reported to their supervisor and to Arnold Machinery Company immediately.

C. Allow Arnold Machinery Company access to unit when service or repairs are needed and allow the work to be performed during our normal business hours. (ref. section 2. B.)

D. Provide a suitable working area for the repair and maintenance of the lift trucks. This area will be inside during inclement weather, and will be properly lighted and heated.

E. Be responsible for any repairs to the unit due to customer damage, abuse, misuse, neglect, vandalism, or acts of God and Allow Arnold Machinery Company the right to quote and make all necessary repairs. If Arnold Machinery Company’s quote is not accepted, Arnold Machinery Co. has the right to terminate all further obligations for maintenance on that lift truck.

F. Notify Arnold Machinery Company in the event that an hour meter becomes inoperative, or if the seal is broken, or if the meter is otherwise tampered with.

G. Allow Arnold Machinery Company the right to stop the operation of a lift truck if, in their judgment, such action is necessary to prevent further damage to the machine, or if continued operation poses a safety hazard.

H. Be responsible to water battery per manufacturer’s instructions; minimum one time per week. Arnold Machinery will not be responsible for issues and repairs caused by incorrect watering procedure or activity that will void the manufacturers’ warranty. (Electric lift trucks only).

**Procedures:**
- Check battery and water levels at least one time per week
  - Important - check water level after full charge cycle
- ALWAYS water batteries after charge cycle, never before charging
- Verify battery charger is off prior to connecting or disconnecting battery
- Use eye protection when checking and watering battery
4. **Overtime Rates:**

   A. Overtime will be charged at $1.10 per hour, for each hour over the allotted annual usage.

   * Maintenance rates are based upon the utilization noted above. Changes in the application or use of the equipment in excess of 10% of the hours allowed may require a re-calculation of the maintenance rates.

   * Billing to be determined

It is agreed that Adams County and Arnold Machinery Company have the right to terminate this agreement with a 30-day written notice.

__________________________  __________________________
Adams County                      Arnold Machinery Company
Date              Denver, CO

Date
BID FORM
CROWN SP3500 ORDER PICKER

VENDOR'S STATEMENT
I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

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<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PRICE EACH</th>
<th>PRICE TOTAL</th>
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<td>$21,604.20</td>
<td>$21,604.20</td>
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<tr>
<td>1</td>
<td>Battery</td>
<td>$3,193.80</td>
<td>$3,193.80</td>
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<tr>
<td>1</td>
<td>Charger</td>
<td>$1,205.60</td>
<td>$1,205.60</td>
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<tr>
<td>1</td>
<td>Shipping/Freight</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td></td>
<td>TOTAL BID</td>
<td>$26,002.80</td>
<td>$26,002.80</td>
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WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF
Addenda #   None   Addenda #   
If None, Please write NONE.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Date</th>
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<tbody>
<tr>
<td>Arnold Machinery Corp</td>
<td>2/21/2017</td>
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<table>
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<tr>
<th>Address</th>
<th>Signature</th>
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<tbody>
<tr>
<td>3000 Quentin Street</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, State, Zip Code</th>
<th>Printed Name</th>
</tr>
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<tbody>
<tr>
<td>Denver, CO 80239</td>
<td>Steve Haddock</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County</th>
<th>Title</th>
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<tbody>
<tr>
<td>Denver</td>
<td>Sales</td>
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<table>
<thead>
<tr>
<th>Telephone</th>
<th>Fax</th>
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</thead>
<tbody>
<tr>
<td>303-573-5333</td>
<td>303-893-3854</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Haddock@arnoldmachinery.com">Haddock@arnoldmachinery.com</a></td>
</tr>
</tbody>
</table>

Crown SP3500 Order Picker – 2017.410
W-9

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[ ] [ ] [ ] [ ] [ ] [ ]

Employer identification number

8 7 0 1 1 2 1 0

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Signature of U.S. person

[Signature]

Date

[01/09/2017]

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1098-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et.seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et. seq. in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Arnold Machinery Company

Company Name

1/21/17

Date

Justin Fantauzzi

Name (Print or Type)


Signature

Branch Manager

Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
All suppliers must complete and return this form as well as a W-9
(Payments & New Vendor #’s will not be processed without a completed W-9)

PLEASE PRINT OR TYPE ALL INFORMATION

Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed.

Elissa McLean
Employee Name

Adams County Sheriff’s Office
Department/Elected Office

Company Name (Please include dba name, if applicable.)

Arnold Machinery Company
Company Name

VA
DBA Name (if applicable)

Does this company function solely as a manufacturer rep or distributor? YES ☐ NO ✗

If YES, is invoice payment sent to your remit-to address or the manufacturer? ☐
If Remit-to, please attach or forward a list of the companies with their corresponding remit-to address.

Does this company have more than one location with the same Federal Tax ID number that Adams County also conducts transactions with? YES ☐ NO ✗
If YES, please copy and complete this form for each location.

Remit-To Information (Invoice Payment):

Arnold Machinery Company

3800 Quentin Street

Address

Denver
City

CO
State

303-573-5333
Phone Number

303-893-3854
Fax Number

Address for Purchase Orders/Contracts (If different from above.)

Same

Address

City

County

State

Zip Code

Phone Number

Fax Number

DOCS-# 5000052-...Vendor Information Form

09/2014
Phone Number for Quotes or Placing Orders and Fax Number to send a Purchase Order or a Request for Quote

Phone Number
303-573-5333

Fax Number
303-893-2854

Company Information

www.arnoldmachinery.com

shaddock@arnoldmachinery.com

E-Mail Address for Purchasing Orders or Request for Quotes (if different from above)

Same

Contact Information

Steve Haddock

Contact Name
303-854-8223

Contact Phone Number
303-893-3854

Contact Fax Number

Same

BUSINESS CLASSIFICATION – Please check all that apply and attach supporting documents for these business classifications:

☐ Small Business
☐ Disadvantaged
☐ Woman Owned
☐ Hub-Zone
☐ Business is 51% owned by physically disabled individual(s)

☐ Veteran Owned
☐ Vietnam Veteran
☐ Service Disabled Veteran

ETHNICITY OF BUSINESS – Please check where applicable

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Subcontinent Asian American

☐ Native American
☐ Caucasian
☐ Other

CONFLICT OF INTEREST
Does this company employ any Adams County employees or their immediate family members? YES ☐ NO ☑

If YES, please explain

N/A

Does this company have any financial interests with an Adams County employee? YES ☐ NO ☑

If YES, please explain

N/A

Thank you!

DOC#- 5000052-...Vendor Information Form 09/2014