



Weber County Corporation
 Weber County
 2380 Washington Blvd, Ste 320
 Ogden, UT 84401

Purchase Order

Fiscal Year 2024 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES, AND SHIPPING PAPERS.

Bill To 130
 CLERK /AUDITOR
 2380 WASHINGTON BLVD., STE
 320
 OGDEN, UT 84401

Ship To 150
 SHERIFF'S OFFICE
 1400 S Depot Drive
 OGDEN, UT 84404

Purchase Order Number **03240082**
 Purchase Order Date 01/03/2024
 Department Homeland Security

Terms are net 30 unless otherwise specified. Standard shipping terms unless otherwise specified.

Vendor 3672
 THERMO SCIENTIFIC PORTABLE
 ANALYTICAL INSTRUMENTS INC
 DBA: THERMO SCIENTIFIC
 2 RADCLIFF RD
 TEWKSBURY, MA 01876

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
978-513-3771		3672	1240071	Clements, Matt	

NOTES

MINING & SOILS ANALYZER

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	XL2 950 PLUS PKG - NITON XL2 950 PLUS MINING AND SOILS ANALYZER Quote #00403706 GL #: 10152000 - 765000 Project # : E-1522200005-0000 - -	1.0000	EACH	\$33,000.0000	\$33,000.00
					\$33,215.00

Total Ext. Price \$33,000.00

Total Freight \$215.00

Purchase Order Total \$33,215.00


 Authorized Signature

PURCHASE ORDER TERMS AND CONDITIONS

- 1) To insure prompt payment, mail an invoice for each shipment. Invoices not mailed as directed may delay payment or become lost. Mail invoices to the address listed in the Bill To section of the Purchase Order. The Purchase Order number must appear on all invoices, packages, and shipping papers.
- 2) The laws of the State of Utah, USA, shall govern in connection with the formation, performance and the legal enforcement of this purchase order.
- 3) None of the TERMS OR SPECIFICATIONS STATED in this purchase order may be added to, modified, superseded or otherwise altered except in writing, signed by an authorized representative of the Purchasing Department and sent by the Purchasing Department. Each shipment received by Weber County from the vendor shall be deemed to be only upon the terms contained in this purchase order notwithstanding any terms that may be contained in any acknowledgment, invoice form or other act of vendor, notwithstanding and Purchasing Department act of accepting or paying for any shipment or similar act of the Purchasing Department.
- 4) This purchase order is an ACCEPTANCE of your OFFER as summarized in your quotation. When this purchase order is an OFFER to buy, your ACCEPTANCE must show promised delivery date and method of shipping, including routing and name of carriers.
- 5a) PLEASE ADVISE THE PURCHASING AGENT immediately if you cannot make complete shipment to arrive on your promised delivery date as noted.
- 5b) Your ACKNOWLEDGMENT must show expected shipping date and method of shipping, including routing and names of carriers.
- 5c) In the event of the VENDORS FAILURE to deliver as and when specifically promised, Weber County reserves the right to cancel this purchase order, or any part thereof, without prejudice to its other rights and the VENDOR agrees that Weber County may return all or part of any shipment so made and may charge the vendor with any loss of expense sustained as a result of such failure to deliver as promised.
- 6) CASH DISCOUNT PERIOD will start from date of receipt of acceptable invoice or from date of receipt of acceptable merchandise at destination, whichever is the later.
- 7) This ORDER is made of the following express terms.
 - 7a) That GOODS REJECTED due to failure to meet specifications, either when shipped or due to defects or damage in transit, may be returned to you for credit and are not to be replaced except upon receipt of written instructions from Weber County.
 - 7b) That GOODS are subject to Weber County inspection upon arrival.
 - 7c) That if PRICE is omitted on the purchase order, the vendor's price will be the lowest prevailing market price.
 - 7d) Additional charges for packing will not be accepted.
 - 7e) One copy of the packing list must accompany each shipment.
 - 7f) If all material has not been received within 90 days, this order is subject to cancellation unless Weber County has been advised of and has agreed to a longer delivery date.
 - 7g) Shipments must be FOB Weber County Ogden Utah, unless otherwise specified on this order. If permission is given to prepay freight and charge separately, the original freight bill must accompany invoice.
- 8) Vendor certifies that it meets prevailing WAGE RATES in its area.
- 9) The vendor agrees to comply both specifically and with the intent of the American Disabilities Act of 1990 as well as Sections 503 and 504 of the Rehabilitation Act of 1973 as amended. These Acts deal with nondiscrimination in hiring and personnel practices and making facilities accessible to the disabled.
- 10) Compliance with the provisions of the Davis-Bacon Act when applicable.
- 11) INDEMNIFICATION to the extent authorized by law, the contractor shall indemnify, save and hold harmless the County and its employees and agents, against any and all claims, damages, liability, and court awards including costs, expenses, and attorney fees incurred as a result of any act of omission by the contractor, or its employees, agents, sub-contractors, or assignees pursuant to the terms of this contract.
- 12) TERMINATION Settlement of purchase orders terminated for convenience of Weber County not involving delay of late delivery, MAY BE effected by negotiated agreement. Every effort will be made to reach a fair and prompt settlement with the vendor.
- 13) Receipt of the merchandise services or equipment in response to this order can result in authorized payment on part of Weber County; however, it is to be understood that FINAL ACCEPTANCE is dependent upon completion of all applicable required inspection procedures. Should the services rendered or merchandise furnished fail to meet inspection requirements, the Purchasing Department reserves the right to open negotiations with the vendor to permit a mutually acceptable and equitable solution to the transaction.
- 14) Neither party to this contract may assign or transfer a portion of this agreement without the prior written consent of the other party.
- 15) All provisions and remedies of the Uniform Commercial Code relating to both implied and express warranties are herewith referred to and made part of this agreement.
- 16) All parties to this contract agree that the representative named herein are in fact, bona fide, and possess full and complete authority to bind said parties.
- 17) All shipments in response to and in full accordance with authorized purchase orders having accompanying documents of title are subject to physical inspection prior to acceptance.
- 18) Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, submit a written explanation for review by Weber County.
- 19) NON-APPROPRIATION OF FUNDS Vendor acknowledges that Weber County cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to Weber County is reduced due to an order by the Legislature of the Governor, or is required by State law, or if Federal funding (when applicable) is not provided, Weber County may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from Weber County upon thirty (30) days written notice. In the case that funds are not appropriated or are reduced, Weber County will reimburse the vendor for products delivered or services performed through the date of cancellation or reduction, and Weber County will not be liable for any future commitments, penalties or liquidated damages.
- 20) If this purchase order is issued from a Request for Proposal process and provides for the physical performance of services within the State of Utah, the vendor or vendor's service provider is required to register and participate in the Status Verification System (E-verify) to verify the work eligibility status of the vendor's or vendor's service provider's employees hired on or after July 1, 2009, and employed in the State of Utah, in accordance with UA Section 63G-1 1-103.