



Purchasing Sales Agreement

23-5662

CUSTOMER

Contact Name: Finance Department ATTN: Alex Kimball
 Company/Dept: County of Cumberland
 Street Address: 142 Federal Street
 City, State, Zip: Portland, ME, 04101
 Phone: 207-699-1988
 E-Mail: Akimball@cumberlandcounty.org

Date: 7/31/2024
 Valid for: 60 Days
 Customer #: _____
 Contract: Active MA
 Sales Rep: Chad Page
Crash Replacement

Vehicle & Equipment:

CONTRACT LINE REFERENCE	VEHICLE LINE DESCRIPTION	UNIT PRICE	QTY.	EXTENDED PRICE
K8A	2025 Ford Utility PI - AWD - Gas Engine	\$ 44,895.00	1	\$ 44,895.00
<i>MY Discount</i>	<i>Model Year Discount 2023</i>	<i>\$ (1,500.00)</i>	<i>1</i>	<i>\$ (1,500.00)</i>
Color:	UM: Agate Black	\$ -	1	\$ -
Engine:	3.3L V6 Gas Engine	\$ -	1	\$ -
Headlights	Pre-drilled head lamp housings	\$ -	1	\$ -
Rear View	Back up camera monitor in rear view mirror	\$ -	1	\$ -
549	Heated Side Mirrors	\$ 58.80	1	\$ 58.80
76R	Reverse Sensing	\$ 269.50	1	\$ 269.50
51T	Driver Side LED Spot Lamp (Whelen)	\$ 411.60	1	\$ 411.60
52P	Rear Lock Rods and Plungers	\$ 156.80	1	\$ 156.80
43D	Dark Car Feature	\$ 24.50	1	\$ 24.50
153	Front License Plate Bracket	\$ -	1	\$ -
17T	Cargo Domelight	\$ 49.00	1	\$ 49.00
18D	Global Unlock / Lock	\$ -	1	\$ -
19V	Rear Camera on Demand	\$ 225.40	1	\$ 225.40
47A	Police Engine Idle	\$ 254.80	1	\$ 254.80
59C	Key Alike 1284x	\$ 49.00	1	\$ 49.00
55F	Keyless Entry with Fobs	\$ 333.20	1	\$ 333.20
60A	Wiring Grill / Lamp / Siren Speaker	\$ 49.00	1	\$ 49.00
76D	Deflector Plate	\$ 328.30	1	\$ 328.30
85R	Rear Console Mounting Plate	\$ 44.10	1	\$ 44.10
92R	Solar Tint 2nd Row	\$ 83.30	1	\$ 83.30
Wheels	Small Center Caps	\$ -	4	\$ -
			Vehicle Total:	\$ 45,732.30

MHQ Items				
Service	MHQ- Graphics Package C	\$ 695.00	1	\$ 695.00
Service	MHQ- Door Kit Reflective door kit: Green	\$ 195.00	1	\$ 195.00
Service	Ventshades 4 doors	\$ 160.00	1	\$ 160.00
Service	Customer Supplied Setina Pushbumper with (4) I2E built in	\$ 307.50	1	\$ 307.50
Service	Customer Supplied TII2E on Side of Pushbumper	\$ 180.00	1	\$ 180.00
TAB3	Whelen Vertex Super LED- (2) White in head lights	\$ 161.20	2	\$ 322.40
Service	Customer Supplied Whelen Lightbar	\$ 182.50	1	\$ 182.50
Service	Customer Supplied Rear 1/4 Glass I2E	\$ 180.00	1	\$ 180.00

Service	Customer Supplied Rear Spoiler I2E W/ Bracket	\$ 302.50	1	\$ 302.50
TAB3	Whelen Vertex Super LED- (2) Red in tail lamps	\$ 161.20	2	\$ 322.40
TAB3	Customer Supplied TLI2E on Rear Plastic Trim	\$ 240.00	1	\$ 240.00
TAB3	Customer Supplied TLIB on Bottom of Gate	\$ 180.00	1	\$ 180.00
Tab3	Customer Supplied ECV Domelight under rear hatch	\$ 162.50	1	\$ 162.50
TAB3	Customer Supplied ECV Domelight in Front Over console	\$ 162.50	1	\$ 162.50
Service	Customer Supplied Whelen Can-Trol Siren System	\$ 662.50	1	\$ 662.50
Service	Customer Supplied Siren Speaker W/ Bracket	\$ 120.00	1	\$ 120.00
Service	Customer Supplied 3 Outlet	\$ 120.00	1	\$ 120.00
Service	Customer Supplied Havis 1012 Console	\$ 182.50	1	\$ 182.50
TAB3	Customer Supplied Havis 8.5" Heavy-Duty Telescoping Pole, Side Mount	\$ 62.50	1	\$ 62.50
TAB3	Customer Supplied Havis tilt swivel motion device CMD119	\$ 62.50	1	\$ 62.50
TAB3	Customer Supplied Havis Console Printer Mount CPM124PC	\$ 62.50	1	\$ 62.50
1733	Customer Supplied Streamlight FLASHLIGHT SL-20L W/12V DC SINGLE LED IN	\$ 62.50	1	\$ 62.50
Service	Customer Supplied Setina #10XL Coated Polycarbonate Partition with Recessed Panel and Lower Extension Panels (front) PK1130ITU20TM	\$ 422.50	1	\$ 422.50
Service	Customer Supplied Setina 12VS Vinyl Coated Expanded Metal Partition-2020 Interceptor (rear) PK0123ITU202ND	\$ 240.00	1	\$ 240.00
Service	Customer Supplied Setina Dual Weapon Mount System with double locks Dual T-Rail Mount 2 Universal , Handcuff Key Override	\$ 180.00	1	\$ 180.00
Service	Customer Supplied Setina CARGO BOX - DSC- Drawer, Sliding with Key Lock - BSN- Base Sliding with No Lock-model #TK0233ITU20	\$ 182.50	1	\$ 182.50
Service	Customer Supplied Setina Cargo Box Accessory, Cargo Radio Tray with no lock TRN model # TPA9289	\$ 182.50	1	\$ 182.50
Service	Shop Supplies: Wiring, relays, fuse blocks and associated labor	\$ 395.00	1	\$ 395.00
Service	Pre-wire Two-Way Radio // Repeater	\$ 275.00	1	\$ 275.00
				TOTAL: \$ 52,537.10

TERMS AND CONDITIONS

Deferrals and Cancellations of Sales Orders In all cases where vehicles, products, and labor are purchased against government and public contracts, the terms and conditions of that contract shall prevail and bind MHQ. In cases where contract terms on deferral and/or cancellation are not defined, and for non- contract sales, the following MHQ policy shall prevail.

Deferrals

For this discussion, "deferral" refers to a customer-initiated action to delay the delivery of purchased items* beyond the delivery date confirmed to the customer in writing (Purchase Order confirmation). All deferral requests must be communicated to MHQ in writing.

MHQ, at their sole discretion, reserves the right to accept or reject deferral requests. Once the subject item has started the production / fabrication process, delivery deferrals are not allowed - the item will be built, shipped, and billed upon completion. For deferral requests on items not yet in production, MHQ shall negotiate deferral terms with the customer's purchasing or sourcing authority (not the requisitioner). Consequences of order deferrals may include, but not be limited to, loss of scheduled production timeslot and reallocation of vehicles and/or materials to other active jobs or other customers.

Special Order and Non-Cancellable/Non-Returnable Items (NCNR)

Certain items and material are categorized as "Special Order" or "NCNR." Attempts to cancel shall be handled on an individual basis. Depending on the stage of production of a special-order item, and the suppliers involved, special order items may incur cancellation charges based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Special Order items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer. NCNR items are not cancellable with our suppliers. MHQ will make a reasonable attempt to minimize the financial impact of cancelling NCNR items, but no assurance is offered that the customer's purchase liability for these item types can be reduced in any way. NCNR items will be identified as such at the time of quoting and order acceptance to assure an understanding of risk to the customer.

Cancellations

For this discussion, "cancellation" refers to a customer-initiated action to cancel a customer committed order** or any part thereof. All cancellation requests must be communicated to MHQ in writing. Cancellations will be accepted, without penalty, until the point in time where material has been ordered to support production of the ordered item(s). Once components or material is ordered against a committed customer order, cancellation charges may apply based on supplier purchase liabilities. MHQ shall always act in the interest of our customers to minimize or eliminate cancellation charges whenever possible. Depending on the type of material/components and the suppliers involved, the range of customer purchase liability can range from complete release of purchase liability, up to and including full liability of the original material cost.

Supplier Failure to Perform

MHQ shall be held harmless in cases where their suppliers fail to source, build, or deliver quoted or ordered products required to satisfy customer committed orders. MHQ shall also be held harmless in cases where a supplier discontinues availability of a product, places a product on allocation, or delivery times extend beyond their normal quoted delivery times such that the subject product becomes unavailable, or experiences extended delivery times. In these cases, MHQ shall offer alternatives, where commercially available, to the customer for consideration as acceptable substitutes.

***Purchased Items**

"Purchased Items" is defined as any item, component, or material required to fulfill a committed customer order.

****Customer Committed Order**

"Customer Committed Order" is defined as any acceptable form of communication that directs MHQ to produce and sell an item to their customer. Acceptable forms of communication are customer Purchase Orders, quotes that are signed and dated by a customer purchasing authority, Letters of Intent or Letters of Commitment that are signed and dated by a customer purchasing authority, or similar instruments that communicate an intent to purchase.

ORDER ACKNOWLEDGEMENT

By signing this document you are agreeing to the above terms and conditions of this order from MHQ, Inc.

x

PRINT NAME

x

TITLE

x

SIGNATURE