



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

November 8, 2023

Meeting date: _____

Department: Sheriff's Office

Title Consider approval of a Purchase Order in the amount of \$410,485 with Terradyne Armored Vehicles, Inc. for the purchase of an armored tactical vehicle for the Marion County Sheriff's Office SWAT Program.

Agenda Planning Date: 10/26/2023 Management Update/Work Session Date: 10/31/2023 Audio/Visual aids

Time Required 10 minutes Contact: Kristy Witherell Phone: x4402

Requested Action: Staff recommends approving the Purchase Order in the amount of \$410,485 with Terradyne Armored Vehicles, Inc. for the purchase of an armored tactical vehicle for the Marion County Sheriff's Office (MCSO) SWAT Program.

Issue, Description & Background: The MCSO SWAT Program had been loaned vehicles by the federal government to operate their program and had aging vehicles in their fleet, which created a very costly maintenance schedule. The MCSO was approved in the FY 2023-24 budget to purchase an armored tactical vehicle for their fleet. The Marion County Sheriff's Office solicited a Request for Proposals (RFP) in August 2023. The RFP closed in September 2023 with two proposers submitting bids. Terradyne Armored Vehicles, Inc. was awarded the contract.

Financial Impacts: Purchase order in the amount of \$410,485

Impacts to Department & External Agencies: The vehicle will be civilian law enforcement specific with 21st century technology, which will allow deputies to be safer and more efficient while doing their jobs.

List of attachments: Board Session Agenda, Contract Review Sheet, Purchase Order, & Quote

Presenter: Sheriff Nick Hunter

Department Head Signature: _____

Contract Review Sheet

SO-5733-23

Purchase Order #: SO-5733-23 Amendment #: _____

Contact: Kristy Witherell Department: Sheriff's Office

Phone #: (503) 373-4402 Date Sent: Wednesday, October 11, 2023

Title: SWAT Armored Tactical Vehicle

Contractor's Name: Terradyne Armored Vehicles Inc.

Term - Date From: November 1, 2023 Expires: June 30, 2024

Original Contract Amount: \$410,485.00 Previous Amendments Amount: _____

Current Amendment: _____ New Contract Total: \$410,485.00 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO1405-23

Description of Services or Grant Award

MCSO solicited a Request for Proposals for an Armored Tactical Vehicle for the SWAT Program. Through the solicitation process, Terradyne was awarded the contract.

This purchase order will allow the MCSO to purchase an armored tactical vehicle for the SWAT team. The total amount of this purchase order is \$410,485, which includes shipping and training on the use of vehicle.

Desired BOC Session Date: 11/8/2023 BOC Planning Date: 10/26/2023

Files submitted in CMS: 10/18/2023 Printed packet & copies due in Finance: 10/24/2023

BOC Session Presenter(s) Sheriff Hunter

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date



GURKHA MPV

In Response to RFP SO1405-23 Armored Tactical Vehicle

Issued to:
Marion County
555 Court St. NE, Suite 4247
Salem, Oregon
91301

Attn: Marion County Procurement

No of pages: 7

BASE VEHICLE SPECIFICATIONS

Ballistic & Blast Resistance

Opaque Armor	NIJ IV: 30-06 M2 Armor Piercing multi-hit UL752 Level 10: .50 Caliber M33 multi-hit 20mm Fragment Simulating Projectile Obliquity angle: Verticals at 0° / roof at 30°
Firewall Armor	Included in base price
Fuel Tank Armor	NIJ III: 7.62 x 51 M80 multi-hit
Transparent Armor	NIJ IV: 30-06 M2 Armor Piercing UL 752 Level 10: 50 Caliber M33 Obliquity angle: 0° Glass thickness: 2.5 inches / 63 mm
Blast	2 x DM51 grenades detonated simultaneously

Performance

Base Chassis	Ford F550 4x4
Engine	7.3L V8 Gas engine - 350 HP / 468 lb-ft. Torque
Transmission	10-speed automatic with tow/haul mode
Transfer Case	2-speed with electronic shift on the fly 4x4
Rear Differential	4.30 ratio with limited slip
Brakes	Four-wheel disc anti-lock brakes (ABS)
Suspension	Custom tuned shocks with external reservoir. Upgraded HD steering damper
Front Springs	Upgraded coils
Rear Springs	Multi-leaf springs
Wheels	Four (4) 20" x 11" wheel assemblies
Run Flats	Run flats in all wheels
Tires	335/80R20 Continental MPT 81 or Michelin X Force ZL

Capability

Approach Angle	42°
Departure Angle	25°
Ground Clearance	11.5 inches (292 mm) - ground to rear differential case 22 inches (558 mm) - ground to side step
Turning Radius	Outside: 22 feet (6,705 mm) Inside: 10'2" (3,225 mm)
Track Width	82 inches (2,082 mm)
Slope Gradient	60%
Side Slope	40%
Water Fording	41 inches (1,041 mm)
Vertical Step	18 inches (457 mm)
Trench	27 inches (685 mm)
Top Speed	70 mph (110 km/h)
Fuel Range	425 miles (680 km)

Capacities & Dimensions

GVWR	19,500 lbs (8,845 kg)
GAWR Rear	14,706 lbs (6,670 kg)
GAWR Front	7,500 lbs (3,401 kg)
Curb Weight	16,800 lbs (7,620 kg) - Base model
Payload	2,700 lbs (1,224 kg) - Base model
Fuel Tank	40 gallons (151 liters)
Length	256 inches (6,500 mm)
Width	102 inches (2,571 mm)
Height	102 inches (2,571 mm) - roof hatch 115 inches (2,921 mm) - cupola
Wheelbase	145 inches (3,683 mm) - unaltered chassis with valid Ford OEM warranty

Interior

Front Seats	Driver & passenger front seats with arm rest
Rear Seats	Two (2) side facing bench seats for three (3) occupants per bench Three (3) 2-point seat belts at each bench Bench seats lift up to access storage area on both sides
Air Conditioning	Factory AC & heat in front cab
Insulation	Insulation in walls, ceiling and floor
Center Console	Full size console with backlit accessory switches, two (2) cup holders and cell phone storage pockets
Ceiling Console	Ceiling mounted console with white map lights and spare upfitter switches
Headliner	Heavy duty automotive grade fabric upholstered headliner
Lighting	Eight (8) white & red LED lights in the occupant area - individually switched or master switch
Console	Center console with backlit switches and two (2) cup holders
Audio	OEM Ford AM/FM radio with two (2) speakers
Grab Handles	Grab handle at each door and six (6) grab handles mounted to the rear ceiling
Tie-Downs	Multi-positional rail tie-down system mounted to both bench seats
Ventilation	Smoke extraction fan mounted at the driver side rear area
Tie Downs	Multi-position tie downs at both rear bench seats
Storage	One (1) storage pocket at each front door Two (2) storage nets at each rear bench seat

Exterior

Paint	Flat black
Tow Hooks	Two towing hooks mounted at front and rear
Mirrors	Two power adjustable side mirrors
Fuel Access	Fuel tank access door with key lock
Side Steps	Full length side steps coated in black Line-X positive grip coating Full width rear step coated in black Line-X positive grip coating Secondary rear step hinged for departure angle breaches
Hand Rails	Roof mounted handrails on driver and passenger side upper body line Roof mounted handrail on rear upper body line Line-X positive grip coating applied to all exterior hand rails
Roof	Grip tape strips added to roof for positive grip
Bumpers	Heavy duty integrated front bumper Full width rear step
Side Doors	Two (2) side doors (seating for 2 + 10)
Rear Doors	Two (2) rear entry doors – 50/50
Door Locks	Internal dead bolt locks at all doors Hold-open locks on all side doors at 90 degrees Hold-open locks on both back doors at 90 degrees and 180 degrees Interior manual lock at each door Exterior keyed lock at each door - all door locks keyed the same
Exterior Lights	5-1/2 inch round LED headlights with integrated turn signals LED tail lights and license plate light Five (5) amber clearance LED lights mounted at the front roof Two (2) amber marker LED lights mounted at front corners Five (5) red clearance LED lights mounted at the rear roof
Windows	One-piece windshield (two-piece windshield available) Full view windows at both front doors One (1) 17 x 25 glass at each rear side door (when equipped as a 4-door configuration) Two (2) portal glass (14 x 6) along passenger side and driver side - 4 in total One (1) portal glass (14 x 6) at each back door

OPTIONAL UPGRADES

Tactical Options

<input type="checkbox"/>	1	Low profile sliding hatch with height adjustable operator stand	\$10,000
<input type="checkbox"/>	2	Manual rotating roof hatch with gun port and height adjustable operator stand	\$10,000
<input checked="" type="checkbox"/>	3	Manual rotating cupola with height adjustable operator stand	\$20,000
<input checked="" type="checkbox"/>	4	Gun ports: 4 per side / 2 at rear door (10 total)	\$5,000
<input type="checkbox"/>	5	Static position (non operable) breaching ram with external or internal storage	\$4,500
<input checked="" type="checkbox"/>	6	Power operable breaching ram with 3 breaching heads and hood mounted camera	\$9,500
<input type="checkbox"/>	6P	Provision for power ram. Includes front mounts, wiring and external storage racks	\$1,500
<input checked="" type="checkbox"/>	7	6 canister chemical munitions delivery system (CTS & Deftech compatible)	\$13,500
<input type="checkbox"/>	8	Ram cam breaching head with four (4) multi-position cameras	\$6,500
<input checked="" type="checkbox"/>	9	Power operable ballistic skip shield – NIJ III armor (7.62 x 51 multi-hit)	\$3,500
<input type="checkbox"/>	10	Fire suppression system at all wheels - manual trigger	\$7,000
<input type="checkbox"/>	11	Fire suppression system at engine - automatic trigger	\$6,000
<input type="checkbox"/>	12	Breathing air tank with quick release hose fitting at each seat (masks sold separately)	\$8,000
<input type="checkbox"/>	13	Protective steel mesh on all windows (removable)	\$3,000
<input type="checkbox"/>	14	Explosive gas detection system	\$6,000
<input type="checkbox"/>	15	Radiation detection system	\$6,000
<input checked="" type="checkbox"/>	16	Four (4) side door configuration	\$2,000
<input checked="" type="checkbox"/>	17	Transparent armor upgrade: 30-06 M2 AP - NIJ IV / 7.62 x 51 M61 AP multi-hit - CEN B7 / 50 Cal M33 / 20 mm FSP at 0° obliquity (Glass thickness: 3 inches / 78 mm)	\$5,000
<input type="checkbox"/>	18	LRAD 100X with magnetic mount	\$13,500
<input type="checkbox"/>	18P	Provision for LRAD 450XL. Includes wiring harnesses and roof mounted junction box	\$6,500
<input checked="" type="checkbox"/>	19	LRAD 450XL roof mounted with standalone MP3 controller	\$34,020
<input type="checkbox"/>	20	Roof mounted water monitor with joystick	\$38,000
<input checked="" type="checkbox"/>	21	Two (2) floor mounted gun racks	\$1,170
<input type="checkbox"/>	22	5-piece magnetic storage kit	\$1,000
		Exterior Lighting Options	
<input checked="" type="checkbox"/>	23	Two (2) front roof mounted LED search lights	\$2,500
<input checked="" type="checkbox"/>	24	Two (2) rear roof mounted LED search lights	\$2,500
<input type="checkbox"/>	25	10 inch LED scene lights - left & right side mount	\$2,000
<input type="checkbox"/>	26	6 inch LED flood lights – left & right side mount	\$1,200
<input type="checkbox"/>	27	Two (2) 4 inch infrared lights mounted on front bumper	\$1,500
<input checked="" type="checkbox"/>	28	Two (2) 6 inch LED fog lights mounted on front bumper (DOT compliant)	\$1,200
<input type="checkbox"/>	29	Standard Emergency Light Package (Alternate configurations available): Red/Blue Roof mounted light sticks: Front & rear Red/Blue Perimeter Lighting: 4 @ front, 4 @ rear, 2 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Wigwag flashers in headlights and tail lights	\$5,000
<input checked="" type="checkbox"/>	30	Premium bluePRINT Emergency Light Package Four (4) roof mounted LED traffic controller/take down/scene lights LED perimeter flashers/scene lights: 6 @ front / 4 @ rear / 3 @ both sides Public Address System: 200W siren with two (2) x 100W speakers Blackout switch to disable exterior lighting	\$9,500
<input type="checkbox"/>	31	Roof mounted traffic light pre-emption strobe (infrared not GPS)	\$3,000
<input type="checkbox"/>	32	Low frequency siren with 2 x external speakers	\$2,500
<input type="checkbox"/>	33	Install customer supplied dashcam	\$500
<input checked="" type="checkbox"/>	34	Install customer supplied police radio kit (25' coax cable included with installation)	\$850
<input type="checkbox"/>	35	Install customer supplied emergency lighting	\$2,000

Electronic Options			
<input checked="" type="checkbox"/>	36	Intercom system – inside / outside	\$1,500
<input checked="" type="checkbox"/>	37	Battery charger with auto eject receptacle	\$3,400
<input type="checkbox"/>	38	Roof Mounted Pan / Tilt / Zoom Color Camera: CCD PTZ camera, 30x zoom, search light, IR light, lens wiper, joystick controller, dash mounted 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$9,800
<input type="checkbox"/>	39	Roof Mounted Pan / Tilt Thermal Sensor: 320 x 240 thermal sensor with remote control, audible and visual alerts for person & vehicle detection, 9 inch dash mounted touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$9,800
<input checked="" type="checkbox"/>	40	Roof mounted Pan/Tilt/30x Zoom CCD color camera, thermal sensor (640x480), controller, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor	\$26,000
<input type="checkbox"/>	41	Roof mounted Rvision PTZ color camera with 35mm thermal sensor, 9 inch touch screen monitor with 256 GB DVR, 15 inch rear monitor, Look contoler with monitor	\$48,000
<input type="checkbox"/>	42	TAV-4GLTEWIFI Cellular Modem/WiFi/Video Server Assembly	\$5,250
<input checked="" type="checkbox"/>	43	Reverse camera with no monitor (for options 38 - 41)	\$500
<input type="checkbox"/>	44	Reverse camera with 9 inch touch screen monitor	\$1,200
<input checked="" type="checkbox"/>	45	Four (4) reverse proximity sensors with audible / visual alert	\$800
<input type="checkbox"/>	46	15 inch ceiling mounted monitor for rear occupants	\$900
<input type="checkbox"/>	47	Front hood mounted view camera	\$750
<input type="checkbox"/>	48	360 camera system with 9 inch touch screen 256GB DVR	\$3,650
<input type="checkbox"/>	49	In-dash GPS navigation head unit (Apple CarPlay / Android Auto)	\$2,500
<input checked="" type="checkbox"/>	50	2,000W AC/DC power inverter	\$1,500
<input type="checkbox"/>	51	Blackout switch to disable all exterior vehicle and emergency lighting	\$1,000
<input checked="" type="checkbox"/>	52	6 USB charging ports - 4 in cab / 8 in rear	\$500
<input type="checkbox"/>	53	Heated windshield	\$1,500
<input checked="" type="checkbox"/>	54	Remote power door locks integrated with key fobs	\$1,000
Interior Options			
<input checked="" type="checkbox"/>	55	4-way power adjustable driver and front passenger seats (\$1,250 each)	\$2,500
<input checked="" type="checkbox"/>	56	Two (2) rear facing jump seats	\$2,500
<input checked="" type="checkbox"/>	57	Ceiling mounted AC & heat for rear occupants (engine driven)	\$4,000
<input type="checkbox"/>	58	Independent AC (operates with engine off)	\$6,000
<input type="checkbox"/>	59	Independent heater (operates with engine off)	\$6,000
<input type="checkbox"/>	60	Medic Layout Package (TEMS)	\$18,900
Offroad Options			
<input type="checkbox"/>	61	Front bumper mounted 17,500 lb capacity winch	\$3,500
<input type="checkbox"/>	62	17,500 lb winch with front & rear receivers - stored inside vehicle	\$5,000
<input type="checkbox"/>	63	External mount high output air compressor with two quick release couplers	\$5,000
<input type="checkbox"/>	64	Front differential lock (**Recommended**)	\$3,000
Exterior Options			
<input type="checkbox"/>	65	Towing package with class IV rear hitch	\$1,500
<input checked="" type="checkbox"/>	66	Spare wheel assembly packaged loose (includes runflat)	\$5,500
<input type="checkbox"/>	67	Paint upgrade from matte/satin finish to base clear finish (clear coat)	\$2,000
<input type="checkbox"/>	68	Line-X coating on rear fenders, bottom half of vertical sides & all exterior grab rails	\$6,500
<input checked="" type="checkbox"/>	69	Dual exterior storage compartments with locking handles	\$3,500
Ford F550 Chassis			
<input type="checkbox"/>	70	6 piston front brake caliper upgrade - includes HD brake pads	\$4,900
<input checked="" type="checkbox"/>	71	6.7L V8 turbo diesel 330HP / 825 lb-ft torque	\$9,995
Training			
<input type="checkbox"/>	72	POST approved Tactical Armored Vehicle Operations Training by Integrated Tactical Concepts	\$17,000
<input checked="" type="checkbox"/>	73	1 full day of vehicle familiarity training at your facility by Terradyne staff	\$3,500

PRICE & TERMS

Vehicle Description:	GURKHA MPV
Chassis:	2023 or 2024 Ford F550 4x4 (United States specification)
Market Zone:	United States
Quantity:	One (1)
Price Code:	Law Enforcement
Base Vehicle:	\$230,000
Optional Upgrades:	\$176,935
Subtotal:	\$406,935
Shipping:	\$13,550
Total Cost (USD)	\$420,485 \$410,485 (\$10,000 discount)

Basis: Ex-works Factory Newmarket Ontario Canada and free of all Canadian duties and/or taxes. (state taxes are the responsibility of the end user)

Lead time: Eight (8) months from receipt of purchase order

Shipping: Delivered on a covered step deck trailer with ramps to:
4100 Aumsville Highway SE, Salem, OR

Payment Terms: Net 30 days

TERRADYNE LIMITED WARRANTY

Terradyne warrants any items installed, and conversion related to custom workmanship for three (3) years. Any suspected warranty related work must be first be confirmed as being necessary by means of a technical consultation with a representative of TERRADYNE ARMORED VEHICLES INC.

Technical consultation regarding any deficiency repairs or malfunctions is available by telephone during our normal business hours Eastern Standard time at 905-895-1010.

Ballistic transparencies are warranted for three (3) years; however the Warranty excludes damage to bullet resistant glass caused by stones, malicious damage, projectiles or other flying objects.

Warranty work to be directly covered by TERRADYNE may be performed locally only after assessment and authorization by TERRADYNE. TERRADYNE shall, upon consultation and approval, make payment for any/all repairs deemed to be of a reasonable nature by the Company.

TERRADYNE does not cover any OEM vehicle parts and components that we have not been modified no performed work on, during the armoring process. Such parts and components are the sole responsibility of the client and the vehicle's Original Equipment Manufacturer.

TERRADYNE assumes no responsibility for damages incurred through vehicle misuse or abuse, negligence, accidental damage, or any unauthorized modifications or alterations made to the vehicle following delivery of the vehicle to the client. Under the terms of this limited warranty, TERRADYNE shall in no way be held liable for any incidental or consequential damages arising from loss of use or loss of time, inconvenience, or commercial loss resulting from the need for warranty work. This warranty covers the repair and/or replacement of warranty related items only, and any non-warranty related additional costs incurred remain the responsibility of the client.

Accessories not directly related to the armoring process (winches, lighting, electrical accessories and components) shall be covered by the warranties of their respective manufacturers and are not included in the warranty coverage provided by this agreement. However, although TERRADYNE does not warrant these items directly in any way, we do agree to offer all reasonable assistance in obtaining service from their companies of origin. Should there be any undue difficulties with obtaining servicing of these accessories; TERRADYNE will also agree to replace them for the client at our current wholesale cost price. The client shall remain responsible for any/all shipping and handling fees or incidental costs associated with the replacement of such items, as well as the aforementioned replacement costs.

Terradyne optional limited warranty extension available: 1 year / 20,000 miles

Ford Motor Company Warranty Coverage:

Powertrain: 5 years / 60,000 miles

Gas engine: 5 years / 60,000 miles

Diesel engine: 5 years / 100,000 miles



**MARION COUNTY
FINANCE DEPARTMENT**

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

Terradyne Armored Vehicles, Inc
1-402 Mulock Drive
Newmarket, ON L3Y 9B8

Purchase Order		
Purchase Order No	Revision	Page
		1
Ship To:		
MARION COUNTY SHERIFF		
100 High St NE Rm B311		
Salem, OR 97301-3736		
United States		
Bill To:		
PO Box 14500		
Salem, OR 97309-5036		
United States		

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
Payment Terms	Ship Via		F.O.B
Freight Terms	Request Or Deliver To		Confirm To / Telephone ()

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	GURKHA MPV - ARMORED TACTICAL VEHICLE QUOTE# M965B		1			\$410,485
Total						\$410,485

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**SIGNATURE PAGE FOR
SWAT ARMORED TACTICAL VEHICLE - SO-5733-23
between
MARION COUNTY and TERRADYNE ARMORED VEHICLES INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date