International Armoring Corporation

181 South 600 West Building 3A Bay 5 Ogden, UT 84404 US (801) 393-1075 www.armormax.com

INVOICE

BILL TO City of Fremont Accounts Payable PO Box 5006 Fremont, CA 94537

SHIP TO City of Fremont Police Department 2000 Stevenson Blvd Fremont, CA 94538

INTERNATIONAL ARMORING CORFORATION

INVOICE # 1810085292 DATE 10/08/2018 DUE DATE 10/08/2018

REF. NUM: PO# 20190863-00

DESCRIPTION	QTY	UNIT PRICE	TOTAL
Tesla Model S Removable Armormax B6+ Door Insert	2	1,486.00	2,972.00
Sales Tax	1	274.91	274.91
Total Freight	1	1,200.00	1,200.00

PO #20190863-00 Requisition # 19001083

BALANCE DUE

\$4,446.91

Please Make payment via wire transfer to: Beneficiary: International Armoring Corporation Account No: 523100311 Bank: Zions Bank 2302 Washington Blvd. Ogden, Utah 84401 ABA #:124000054 SWIFT Code: ZFNBUS55

υve Bγ ACCOUNT OO DATE 10-11-PURCHASE ORDER # 20190863

Who says you can't buy peace of mind?



CITY OF FREMONT

ACCOUNTS PAYABLE **PO BOX 5006** FREMONT, CA 94537-5006 510-494-4620 FAX: 510-494-4621

INTERNATIONAL ARMORING CORP 181 SOUTH 600 WEST OGDEN UT 84404

VENDOR

B I L L

T O

Purchase Order

Fiscal Year	2019	Page 1	of	1
		APPEAR ON ALL IN ID SHIPPING PAPER		E
Purchase Order #	201	90863-0	0	

Delivery must be made within doors of specified destination.



POLICE DEPARTMENT CITY OF FREMONT 2000 STEVENSON BLVD FREMONT CA 94538

Vendor Phone	e Number	Vendo	or Fax Number	Requisition Numb				
				19001083				
Date Ordered	Vendor Nu		Date Required	Freight	Method/Terms		-	ent/Location
09/17/2018	6040 <i>°</i>							PARTMENT
Item#			ion/Part No.		Qty	UOM	Unit Price	Extended Price
	RMOR FOR							
1 TESLA M DOOR IN		REMOV	ABLE ARMOR	MAX B6+	2.0	EACH	\$1,486.000	\$2,972.00
	0121140 - 7	301						
	_							
QUOTAT TESLA	ION 180821	MBJR2	28 FOR DOOR	ARMOR FOR				
	NTACT: LEE 510-790-699	-SA W 93	ISEMAN					
RECEIVII	NG: POLICE	3						
* * *	* * * * * GL	SUMM	IARY *****	* * *				
001-21-210	1-210100-0000	-0151-00	0000000-02-7301-	4,446.91				
In.	2. 4	-	_			T	otal Ext. Price	\$2,972.00
	Services Manag		<u>د</u>				otal Sales Tax otal Freight	\$274.91 \$1,200.00
Furchasing S	beivices manag	Jei		VENDOR	СОРҮ	P	O Total	\$4,446.91

CITY OF FREMONT STANDARD TERMS AND CONDITIONS

1. Purchase Order. This Purchase Order ("PO")/Contract is issued by the City of Fremont ("City") to the Contractor, subject to the following Standard Terms and Conditions unless otherwise noted on the face of the PO. This PO consists of the face of the PO, the Standard Terms and Conditions and any other documents referenced in or attached to this PO. Any of the following shall constitute Contractor's unqualified acceptance of this PO: Contractor's acknowledgment of this PO; commencement of performance, or acceptance of any payment, This PO is valid only as written. Contractor's different, or additional terms and conditions are objected to and excluded from this PO unless accepted in writting by City.

2. Time for Performance. Time is of the essence in the performance of this PO. Contractor shall perform the work ("Work") within the time specified herein, to the satisfaction of the City. If the Work cannot be performed at or within the specified time, Contractor shall promptly notify City of the earliest possible date for performance. If Contractor fails to perform the Work at or within the time specified, City may terminate all or any part of this PO.

3. Payment. City shall pay Contractor not more than the Contract Amount specified in this PO. The Contract Amount includes all costs including all labor, materials, equipment, tools, utilities, transportation, taxes and services. Invoices shall be remitted to the City of Fremont Accounts Payable Department, P.O. Box 5006, Fremont, CA 94537. City shall make payment to Contractor within 30 days of receipt of a correct, itemized invoice. Payment of invoices shall be subject to adjustment for defects in quality or failure to meet the requirements of this PO.

4. Extra or Additional Work. Contractor shall perform no extra or additional work or alter or deviate from the Work unless agreed in writing by the City. Extra or additional work to which City has not agreed in advance in writing will not be compensated

5. Warranty. Contractor warrants that all Work shall be performed in a professional and workman like manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this PO. Contractor further warrants that all materials, goods and equipment used in the Work shall be new, fit for the particular purpose intended and free from defects, liens and claims. Unless otherwise specified in this PO, the warranties set forth in this section shall be in effect for a period of ninety days from the date of the City's acceptance of the Work as complete.

6. Inspection. City may inspect the Work. Contractor shall at City's option either refund the amount paid for the Work or, at no cost to City, promptly repair, replace or correct any material or Work that is defective or not in compliance with the above warranties. Payment may be withheld until corrective action is completed and the Work is accepted.

7. Damage. If any damage (including death, personal injury or property damage) occurs in connection with the performance of the Work, Contractor shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and promptly submit to the City a written report in a form acceptable to the City. Contractor shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property. City may decline to approve and may withhold payment in whole or in part as may be necessary to protect City from loss because of defective work not remedied or other damage to the City. When the grounds described above are removed, payment shall be made.

8. Change Orders. City may amend or modify this PO at any time by issuance of a written change order. If any change causes an increase or decrease in the cost of or time required to perform the Work, Contractor shall notify City within ten (10) days of the receipt of the change order to obtain an equitable adjustment. If no response is received within ten (10) days, Contractor shall be deemed to have accepted the change without any price or schedule adjustment. Pending any adjustment, Contractor shall proceed in accordance with the change order,

9. Risk of Loss. Contractor assumes all risk of loss or damage to all Work in progress, materials and other items related to this PO until the same are accepted by City.

10. Independent Contractor/Subcontractors. Contractor and its employees, agents and subcontractors shall at all times be considered independent contractors and not an agent or employee of City. Contractor shall not subcontract any portion of the Work unless approved in advance in writing by the City.

11. Business License. The Contractor shall apply for and pay for a business license, in accordance with Fremont Municipal Code title V, chapter J, section 5-1 100, el seq.

12. Record Keeping. Contractor shall maintain records relating to performance and billing under this PO for a period of four years after final payment in accordance with generally accepted accounting principles and state law. During that period Contractor shall provide copies of its records upon request by the City.

13. Compliance with Law. Contractor shall comply with all applicable legal requirements including all federal, state and local laws. Contractor shall obtain and maintain all necessary permits and licenses for the performance of the Work.

14. Indemnification. Contractor shall indemnify, hold harmless and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

15. Insurance. When required by the City's Risk Manager. Contractor shall provide: (1) Satisfactory proof of general liability insurance, automobile liability, worker's compensation and any other required insurance; and (2) Required endorsements (including naming City as an additional insured)

16. Termination. The City Manager or designee may terminate all or any part of this PO without cause by giving fifteen (15) days' prior written notice to Contractor. If Contractor fails to perform any of its material obligations under this PO, in addition to all other remedies provided by law, the City Manager or designee may terminate this PO immediately upon written notice of termination. Upon receipt of any notice of termination, Contractor shall immediately discontinue performance. If the termination is for convenience, City shall pay Contractor for services satisfactorily performed up to the effective date of termination not to exceed the Contract Amount. If the termination is for cause, City may deduct from such payment. The amount of actual damage, if any, sustained by City due to Contractor's failure to perform.

17. Notices. All notices shall be in writing and delivered to the addresses specified in this PO. Communications shall be deemed to be effective upon actual receipt, or three working days following the deposit in the United States Mail of registered or certified mail.

18. Miscellaneous. The PO is not assignable without the prior written consent of the City. This PO sets forth the entire understanding of the parties and may be modified only through written agreement of both parties. If any provision of this PO is held to be invalid or unenforceable, the remaining provisions shall be valid and binding. Waiver of a breach or default under this PO shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision. The interpretation, validity, and enforcement of this PO shall be governed by the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this PO shall be filed and heard in a court of competent jurisdiction in the County of Alameda. In the event any legal action is commenced with respect to this PO. the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.