Browning Public Schools **Board Agenda Request**Meeting To Be Held: 9-13-2022



Recognit	ion: Students	Staff	Parents				
C	<u> </u>	<u></u>					
Informat		Old Business	Superintendent's Report				
Action:	Resignation	Hiring	Contract Service Agreements				
	Travel Out-of-State	Travel In State	Approvals				
	Termination	Legal Matters	Other:				
	This action request pertains to	Elementary (only)	High School/District Wide				
Date:	8-29-2022						
To:	Corrina Guardipee-Hall Superintendent		Wayne BullCalf Fransportation Supervisor				
Subject:	Request to Purchase New A	activity Bus 2022-2023					
Description: 2020 Grech Activity Bus							
Financia	l Impact: \$262,288.00						
Funding Source (Budget/grant, etc.): 111/211-96-167-2700-730							
Attachment(s): Buyer's order							
Approva	d: Superintendent's Office/Fin	nance/Personnel as applic	able (Initial)				
Commen	nts:						
Board A	ction: N/A (Info)	Approved Denie	ed Tabled to:				

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INCENTIVES

Buyer's Order

Date

August 29, 2022

	•		Purchaser	Browning pu	blic Schools		•
Phone#	406-9	24-1997		Wayne Bulle	alf	-	Rep:
Email:	ancisb@b	ps.k12.mt.u	Address	129 1st Aven	ue Southeast	-	Chuck nelson
Fax:#			City	Browning	ST MT	Zip	59417
New	Used	Year	Make	Model	VIN#		Stack #
							COURT IF
<u></u>	<u> </u>	2020	Greeh	GM40	3ALACXFC6LDKT9056		5767
DELIVER	Y ÖF THIS VI	EHICLE PURÇ	HASE IS TO BE	MADE ON OR	ABOUT 10.1.2022 OR AS	SOON	AS POSSIBLE
T IS AGE	EED, HOWE	VER THAT NE	EITHER THE DE	ALER NOR THE	MANUFACTURER WILL BE LIABLE FOR FAILURE 1	TO EFF	ECT DELIVERY.
SALES P	RICE			\$ 253,995.00			
		DES ALL CHA	19815		INSURANCE, AND SAID BUYER ALSO STATES TH		· ·
NCENTIV					A MOTOR VEHICLE LIABILITY POLICY AS DEFINI	ED IN 8	SECTION 42-7-103(2)
DEALER	INSTALLED	OPTIONS			COLORADO REVISED STATUTES, 1973, ON THE I	MOTOR	R VEHICLE SOLD
					BY THIS CONTRACT."	j	
Cruphics (o match the c	urrent bus		\$4,800.00	-# . · · · · · · · · · · · · · · · · · ·	11	<u> </u>
					X MEMOND WATER AND A COLUMN A	4	. SIGN HERE
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		•			DISCLAIMEN OF WARK	INTICO	1
					1. New vehicles sold only with the manufacturers wan	ranty. (Davey Coach Seles
					LLC, disclaims any warranty, either express or implied	-	•
					merchantability or fitness for a particular purpose reg.	arding	the new vehicle sold.
				·	USEO VEHICLE SOLD AS IS :	AS SH	<u>OWN</u>
	•••				2. Vehiclo is sold "as is*. This motor vehicle is sold as	s is with	out any warranty,
					either expressed or implied. The Purchaser will be:	ar the e	intire expense of
					repairing or correcting any defects that prosently e	xist or t	that may occur.
					KTAAUAA WAADAA SU	GN RE	
	DISCOUNT				COSTONES SIGNATURE		DATE
INVIDE	IN MODEL	MAKE	YEAR		YOUR SIGNATURE BELOW IS AN ADMISSION THA		
IN#					UNDERSTAND THE DISCLAIMERS OF WARRANTY		•
114 #					ABOVE AND ON THE REVERSE SIDE OF THIS FOR		
SI D-		·			AND INVOICE INVOLVES THE SALE OF A NEW VE		
reafor Do	cumentetion :	and Tilling Fee			HEREBY ACKNOWLEDGES RECEIPT OF THE MAI	NUFAC	TURER'S NEW VEHICLE
TATE OF	LES TAX		SUB TOTAL	\$ 262,288.00	WARRANTY.		1
	SALES TAX		0.0%		BUYER'S SIGNATURE TANKELLE WILLIAM	0.0	
	ALES TAX		0.0%		BOLEKS SIGNATONE - (/KC/CCV // /////	1500	SIGN HERE
AX EXE			0.078	-			7
					This Order is not binding until accepted by		_
REIGHT	FOB Sedalla,	, CO	OUD TOTAL	\$ 2,500.00			
on with the	YMENT AMO	SI INT	SUB TOTAL 0.0%	\$ 262,288.00	subsequent verification of representations		
		ANCE DUE C		\$	Purchaser as well as acceptance of financ or finance company acceptable, in turn, to		
	ER SIG	4 C	i . A	# 202q21q.00	Seller/Dealer	1116-61	DOAC LIGHTER
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DEALER DOCUMENTATION AND TITLING REPRESENTS COST AND ADDITIONAL PROFIT TO THE DEALER FOR ITEMS SUCH AS							
INSPECTING, CLEANING AND ACJUSTING NEW AND USED YEHICLES AND PREPARING DOCUMENTS RELATED TO THE SALE					DAVEY COACH SALI	EŞ LI	LC.
VEHICLE	S AND PREPA	ARING DOCUM	MENTS RELATED	TO THE SALE	7182 REYNOLDS DRIVE, SEC		
PDICE	MCI IIDEC	ALL DICC	OHNTS DEC	ATEC AND			

ph (303) 683-9500 - fax (303) 683-6008

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ADDITIONAL TERMS AND CONDITIONS

- 1. DISCLAIMER OF WARRANTIES When this Buyer's Order and Invoice involves the sale of a new vehicle, such vehicle is sold subject only to the manufacturer's new vehicle warranty which is expressly in fleu of all other warranties expressed or implied, including any implied warranty of merchantability or litness for particular purpose and of any other obligations or liability on the part of either the Manufacturer or Selter. When this Buyer's Order and invoice involves the sale of a used vehicle, such vehicle is sold AS IS, under no representation of any warranty, express or implied, including the implied warranty of merchantability or fitness for a particular purpose.
- 2. PARTIES As used in this Order the terms (a) Seller shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto by its acceptance hereof, (b) Buyer shall mean the party executing this Order as such on the tace hereof, and (c) Manufacturer shall mean the Corporation or Company that manufactured the vehicle or chassis, it being understood by Buyer and Seller that Seller is in no respect the agent of Manufacturer, that Seller and Buyer are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing detween Seller and Manufacturer with respect to new motor vehicles.
- 3. SECURITY INTEREST The Buyer agrees that if Buyer gives a check, promissory note or a trade in as part of or all of the Cash Deposit or Nat Equity or promises delivery of cash, Selfer shall have a Security interest in the vehicle purchased under this Buyer's Order and Invoice until such time as the check is prosented and honored and the Setter has received payments in full for the same, the promissory note is paid in full to Setter and until such time as Buyer delivers to Setter a good and close fittle to the trade in vehicle and executes and delivers to Setter any/all documents necessary to vost title to the trade in vehicle in Setter or its assignees, or delivers the promised cash.
- 4. PRICE CHANGES Manufacturer has reserved the right to change the price to Seller of new motor vehicles without notice. In the event the price to Seller of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Stayer, Seller reserves the right to change the cash delivered price of such motor vehicle to Buyer accordingly if such cash delivered price is increased by new motor vehicle, such used motor vehicle shall be returned to Buyer upon payment of reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Seller, the amount recoived therefore, loss a selling commission of 15% and any expense incurred in storing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Buyer.
- 5. TRADE IN If the used validle which has been traded in as part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Seller until delivery to Buyer of such motor vehicle, the used motor vehicle shall be reappraise at that time and such reappraise value shall determine the allowance made for such used motor vehicle. It such reappraise value is tower that the original allowance therefor shown on the front of this Order. Buyer may, it dissatisfied therewith, cancel this Order, provide however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Buyer and surronder of the used motor vehicle to Seller. Buyer agrees to deliver to Seller satisfactory evidence of little to any used motor vehicle treded in as a part of the consideration for the motor vehicle ordered thereunder at the time of delivery of such used motor vehicle to Seller. Buyer warrants any such used motor vehicle is not a sativaged, wrecked, totalted destroyed, damaged by flood, tire, collision, accident, trespase or other occurrence, reconstructed, or reassembled as defined under Colorado law for the law of any state in which the vehicle was used, fitted, registored, rented or feased). Buyer acknowledges that Seller has not had the opportunity to examine the current or former Certificate of Title to the vehicle and that Seller is relying on this representation in accepting the vehicle.
- 6. DAMAGES Unless this Order shall have been canceled by Buyer under and in accordance with the provisione of paragraph 4 or 5 above. Selter shall have the right upon tailure or refusal of Buyer to accept delivery of the motor vehicle ordered hereunder and to comply with the terms of this Order, to retain as liquidated damages any cash deposit made by Buyer, in as much as the parties agree actual damages would be difficult to determine, and, in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for the expenses specified in paragraph 3 above and for lost profits, incidental damages, plus reasonable expenses for repair, cleaning, transportation and resale as Seller may incur or suffer as a result of such failure or refusal by Buyer.
- 7. VEHICLE SPECIFICATIONS Manufacturer has reserved the right to change the deetgn of any new motor vehicle, chassis, accessories or paris thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Selfer or being manufactured or sold in accordance with Sollors order. Correspondingly, in the event of any such change by Manufacturer, Selfer shall have no obligation to Buyer to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Order either before or subsequent to delivery thereof to Buyer. Buyer understands that damage to a new vehicle may have occurred during transit from the Manufacturer and has been repaired by Selfer.
- **8. INTEGRATION OF TERMS** This Order, together with the Disclosure Statement and any Consumer Paper executed by 8uyer in conjunction with this purchase constitutes the entire agreement between Buyer and Sollar, and that any other representations or agreements, oral or written are hereby merged and integrated into the Order. Buyer further acknowledges receipt of a fully completed copy of this Order, and that upon delivery of the Vehicle herein described this Order shall be deemed to constitute a Bill of Sale for the vehicle.
- 9. TAXES The price of the motor vehicle specified on the face of this Order Includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes, extraordinary surcharges or taxes imposed by law or occupational taxes based on sales volume (Federal, State or Local) unless expressly so stated. Buyer assumes and agrees to pay, unless prohibited by law, any such sales extraordinary surcharges or taxes imposed by law or occupational faxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability therefor.
- 10. ADDITIONAL DOCUMENTS The Buyer, before or at the time of delivery of the motor vehicle covered by this Order, will execute such other terms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Order.
- 11. ARBITRATION Buyer agrees that in licu of fitigation in any court, all disputes resulting from or arising out of this sale, in contract or in fort, without fimitation, shall be submitted to binding arbitration, pursuant to the provisions of the commercial rules of the American Arbitration Assocition existing in the county where this sale is made, except that the arbitrator impaneled to erbitrate this matter shall be solicted by the parties to this agreement from lists of suitable erbitrators supplied by the American Arbitrators Assoc. The arbitration filing fees and cost of the proceeding shall be taxed against the losing party. In the event of any action or arbitration assing out of or related to this transaction, Buyer shall pay Sellar's attorney less and costs.
- 12. EXCLUSIVE REMEDY. In the event of any broach of this agreement by Sellier, Buyer's sole and exclusive remedy shall be a return of the purchase price paid under this agreement. In no event shall Sellier be liable for any damages, including, but not limited to, loss of use, revenue or anticipated profits, or for any direct, indirect or consequential gamages anxing our of or in connection with the sale or use of the vehicle.

Buyer's Signature	is while	culf SIGN	Date(3-29-22
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