GLEN COUNTY PURCHASE AGREEMENT

1. VENDOR INFORMATION:

VENDOR: Houston Freightliner (H-GAC)
CONTACT: Adam Neuse
Mailing Address: 9550 North Loop East Houston TX
City, 77029
State Zip:
Telephone: 713-993-4548
Fax: 713-676-1603
Email: adam.neuse@strhouston.com

DEPARTMENT: Glenn County Public Works Agency
CONTACT: Cole Grube
Mailing Address: PO Box 1070
Physical Address: 777 N. Colusa Street
City, State Zip: Willows, CA 95988
Telephone: (530) 934-6530
Fax: (530) 934-6533
Email: publicworks@countyofglenn.net

Agreement No. PW18-054

DESCRIPTION OF PURCHASE:

2019 Freightliner Detroit Heavy Haul 122SD

Term of Agreement One Time Purchase

AMENDMENTS TO THE AGREEMENT: Any amendment to this agreement is valid only if in writing and issued by the County with the written approval of County Counsel.

NON-COLLUSION: The Vendor certifies that its agreement is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same product or service and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

CONFLICT OF INTEREST: Vendor states that no County officer or employee, nor any business entity in which they have an interest, has an interest in this Agreement or has been employed or retained to solicit or aid in the procuring of this Agreement, nor will any such person be employed in the performance of this Agreement.

PERFORMANCE: Vendor shall maintain during the term of this Agreement; a) Ability to perform the service required within the specified time; b) Reputation, judgment and experience; c) The quality of performance in previous contracts; d) Previous compliance with laws, as well as employment practices; e) Financial ability to perform the Agreement; f) The quality, availability and adaptability of the supplies or the contractual services to the particular use required; g) Ability to provide maintenance and service; h) Whether the Vendor is in arrears to the County, in debt on contract, is a defaulter on surety to the County or whether the Vendor’s taxes or assessments are delinquent; i) The resale value and life cycle costs of the items.

MERCHANTABILITY: There shall be an implied warranty of merchantability and fitness for an intended use.

SAMPLES: Samples of items, when required, must be furnished free of expense to Glenn County and if not destroyed by tests will, upon request, be returned at Vendor’s expense. Samples of selected items may be retained for comparison.

INDEMNIFICATION: The Vendor hereby agrees to protect, defend, indemnify, and hold Glenn County free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Glenn County arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the County) and without limitation by enumeration, all other claims or demands of every character occurring or any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. The Vendor
agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Vendor. Vendor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Vendor or the County or to enlarge in any way the Vendor’s liability but is intended solely to provide for indemnification of Glenn County from liability for damages or injuries to third persons or property arising from Vendor’s performance pursuant to the resulting contract or agreement.

FORCE MAJESTE: If an emergency or natural disaster causes delay or interferes with the use or delivery of the products/services described in this Agreement, deliveries may be suspended as long as needed to remove the cause or repair the damage. An emergency or natural disaster includes fire, flood, blizzard, strike, accident, consequences of foreign or domestic war, or any other cause beyond the control of the parties. The County reserves the right to acquire from other sources any products/services during any suspension of delivery.

TAXES: Glenn County is not exempt from California State sales/use taxes. All applicable State sales/use taxes will be added to the purchase order.

DELIVERY: All prices contained herein must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

OPEN-END CONTRACT (BLANKET PURCHASE ORDER): No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. The County reserves the right to issue purchase orders as and when required; or issue a blanket purchase order for individual agencies or multiple County agencies; or any combination of the preceding. No delivery shall be made without a written order by the County, unless otherwise specifically provided for in the contract. Vendor certifies that prices charged to the County for non-listed commodities or no-fixed price items are equal to or less than those charged the Vendor’s most favored customer for comparable quantities under similar terms and conditions.

NON-APPROPRIATION: In the event that sufficient funds are not appropriated and budgeted for the payment of goods or services described herein, the agreement shall immediately terminate on the last day of the fiscal period for which appropriations were received or other amounts were available to pay the amounts due under the agreement, without penalty or expense to the County of any kind whatsoever, except that the County will be liable for payment of any unpaid invoices for goods or services which were delivered prior to the end of the last fiscal period for which appropriations were made.

RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT: If any item or service furnished by the vendor or if the vendor fails to deliver the items or perform any services required by the contract in the time and manner prescribed, the County may reject the products and/or services provided. Upon rejection, the vendor must promptly reclaim and remove any rejected items without expense to the County, and shall immediately replace all such rejected items with others conforming to such specifications or samples, and/or correct the service deficiency. If the vendor fails to do so, the County has the right to purchase in the open market a corresponding quantity of the rejected items, or have another firm provide the required service, and to deduct from any monies due the vendor the difference between the price named in the contract or purchase order and the actual cost to the County. If the vendor breaches the contract or purchase order, any loss or damage sustained by the County in procuring items which the vendor therein agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the contract. In any legal proceeding brought to enforce the terms of the herein agreement, the prevailing party shall be entitled to an award of reasonable attorney’s fees and costs incurred as a result of enforcing the terms of this agreement.
LOCAL VENDOR PREFERENCE: It is the policy of this county that in determining the best or lowest price, county officers shall give local vendors or contractors a five percent advantage over vendors or contractors whose place of business is located outside of this county. (Ord. 1100 § VI, 1998; Ord. 946 § 1 (part), 1989.)

INVOICES AND PAYMENT TERMS: Invoices are to be delivered to the County department specified on the resulting purchase order, agreement or contract. All invoices must include the purchase order number, blanket purchase order number, or contract number. Failure to comply will result in delayed payments. The County will make payment on a Net 30 - day basis unless a cash discount is allowed for payment within the time period specified by vendor. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County, or on the date a correct invoice is received in the office specified in the order, whichever is later. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term. For the purposes of this section, the beginning date described above shall be considered day zero for the purposes of counting days in the prescribed term. For the purposes of bid evaluation, the County will only consider discount periods of ten (10) days or more.

ASSIGNMENT: Any contract awarded shall not be assignable by the vendor without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

PATENT INFRINGEMENT: Vendor shall indemnify and hold harmless County, its agents and employees, against and from any and all actions, suits, liabilities, prosecutions, penalties, settlements, losses, damages, costs, charges, attorney’s fees, and all other expenses which may arise directly or indirectly from any claim that any of the products supplied by supplier infringes any patent, copyright, trade secret, or other property right.

--- End of General Terms and Conditions ---

Vendor Number

Authorization to enter into agreement
GC Code #4.04.050 BOS Auth, by M.O or Reso #

Vendor Tax ID #

Costs not to exceed Road Maint 01200000

Funding Source

VENDOR/CONTRACTOR

Name, Title

COUNTY OF GLENN

Approved as to content and fund availability

County Counsel, Approved as to Form

Date