AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Request; Approval to Purchase Glass Crusher

Action Requested: County Manager Signature

Parties to the Agreement: Recycle Systems LLC

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:

This request is for the purchase of a glass crusher that was not included in the 2020 budget.

Fiscal Impact: $22,850.00

Submitted by: Marlene D. Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
This cost isn't included in the 2020 adopted budget. Ending available resources or possible use of sales tax for this capital cost are being considered. A budget amendment request will be created once source of funds is determined if this purchase agreement is approved. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 2/14/2020

County Attorney Review: (●) Required ( ) Not Required

Comments:
ok db 2/14/20

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 2/14/2020 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 2/14/2020

( ) Consent Agenda (●) Regular Agenda ( ) Worksession Time Allotted: DCM Report

Agenda Date: 2/18/2020

Revised April 2015

Recycle Systems LLC

Sales Agreement

February 4, 2020

Customer: Gunnison County Public Works
195 Basin Drive
Gunnison CO 81230

Ship to Address: Same as Above

RECYCLE SYSTEMS AGREES TO SELL AND BUYER AGREES TO PURCHASE THE EQUIPMENT HEREIN DESCRIBED IN ACCORDANCE WITH THIS SALES AGREEMENT INCLUDING TERMS OF SALE ITEMS 1-15 ON PAGE 2 OF THIS AGREEMENT.

Qty	Manufacturer	Description/Serial Number	Model	Price
1	REM	Magnetic Can Separator	MS-15-24	$11,810.00
1	REM	Glass Breaker	GB-2	$11,040.00
			Total	$22,850.00

All Items Plus Sales Tax or Exemption Certificate
Both items set up for 3 phase power supply. Please confirm voltage.
Detailed specs per quotes of 1-22-20, and specification sheets attached.
FOB Factory Priest River ID

Customer responsible for lifting equipment to unload equipment from truck and to place equipment into position and all installation and set-up including all electrical field wiring, permits and certifications.

Payment terms: 35% down with completed sales agreement, 55% due when equipment completed and prior to shipment, balance plus freight due net 30 from shipment.

This Agreement becomes binding on Recycle Systems only after the buyer accepts and signs below and it is approved by Recycle Systems by its duly authorized representative in the space below.

For: Recycle Systems

By: _____
(Signature)

_____
(Print Name and Title)

Date: _____

For: Gunnison County

By
(Signature)

(Print Name and Title)

Date:

EQUIPMENT FOR SOLID WASTE AND RECYCLING
12828 Willows Rd. NE Kirkland, WA 98034
(425) 453-9300 • Toll Free (888) 453-9300 • Fax (425) 821-0975 • www.recyclesys.com

SALES Confirmation/Agreement- TERMS OF SALE

1. **Ownership and Delivery**. Upon taking delivery of the equipment the Buyer assumes all risk of loss while it is in the Buyer's possession regardless of acceptance or rejection of the equipment.
2. **Specifications**. Buyer has approved specifications of product and its configuration or arrangement as appropriate for Buyer's application and is responsible for the costs of any errors or misinterpretations of specifications or configuration unless caused by an error on the part of the Seller. Buyer's approval of specifications includes accepting responsibility for compliance with any electrical codes, electrical voltage and power requirements, safety and electrical inspections and certifications. Buyer is responsible for providing correct incoming power to the equipment as ordered as per applicable electrical and safety codes.
3. **Inspection**. Buyer shall make a prompt inspection of the equipment immediately upon delivery for damage and notify Seller immediately in writing of any damage claims within 48 hours of receipt of equipment so that the Seller may process the claim and effect repairs at Seller's expense. The equipment shall also be inspected by the Buyer to verify that it conforms to the Buyer's order. Failure to provide notice of any non-conformity to the order within 5 days after receipt shall be deemed acceptance. If the equipment does not substantially conform to the equipment ordered, the Seller may modify or replace the nonconforming equipment within fifteen (15) business days of receipt of the equipment by Buyer. If the Seller elects not to modify or replace the non-conforming equipment, the Buyer may return the equipment to Seller at Seller's cost and receive a full refund of any monies paid by Buyer to Seller.
4. **Taxes, Duties, Fees, Tolls, and Permits**. Our quoted prices do not include any Sales, Use, Excise, or any other tax of similar nature, whether federal, state, provincial, or local in origin; and any taxes, duties, customs brokerage fees, tariffs, surcharges, applicable to the equipment or transportation, export or import of the equipment are to be paid by the Buyer. Any personal property taxes or other taxes now or hereafter imposed or due on the equipment are payable by the Buyer. Permits, licenses, and any other special fees are also the responsibility of the Buyer including any certifications such as UL, CUL or CSA.
5. **Payment**. Payment shall be made according to the terms on this agreement, and unless specifically noted, full payment is due thirty (30) days after delivery. Unpaid balances beyond thirty (30) days are subject to a default interest charge of 1.5% per month. Buyer agrees to pay this interest charge, plus any costs of collection, including reasonable attorney's fees. As security for payment, Buyer gives to Seller a first position security interest in the equipment. Seller will record a UCC-1 Financing Statement to record this security interest, and Buyer agrees to execute any documents required to record such interest
6. **Delays/Cancellation.** In the event that equipment is ready for shipment and shipment is delayed at the request of the Buyer, then the full amount of payment will be due according to the applicable terms, with the date of notification to Buyer that equipment is ready to serve as the delivery date for purposes of billing. If Seller incurs extra expenses due to delays in shipment such as storage and handling charges these charges shall be paid by the Buyer before equipment is released for shipment. Equipment orders are not subject to cancellation by Buyer. In the event that Buyer fails to make scheduled payments within 10 days of the due date under this agreement, then Seller may take such non-payment as notice of default on the part of the Buyer and proceed to sell equipment to other potential customers. If this occurs Seller will retain any payments received from Buyer until equipment is sold and full payment received from a new customer. Buyer will be assessed a default fee of 5% of original equipment order value or $5,000 whichever is higher, and will also pay 1.5% interest per month on the unpaid order balance and pay any costs incurred by Seller caused by order default such as storage, handling, marketing costs, and lost sales revenue if equipment is sold at discount from original price. In the event no customer is found for the equipment within 6 months of Buyer's default then the full amount due for the equipment shall be immediately due.
7. **Location/Title**. The equipment shall be used at the location(s) listed in this Agreement, and until full payment is received, shall not be removed without prior written consent of Seller. Until payment is received in full, the equipment shall at all times be the sole property of the Seller and the Buyer shall have no property rights therein. The equipment shall remain personal property even though installed in or attached to real property.
8. **Liability**. Buyer assumes all risk of liability, whether or not covered by insurance, and for loss or damage to the equipment and for any personal injuries or death to persons arising from or incident to the shipment from manufacturer, delivery, installation, use, operation or storage of the equipment sold hereunder, whether such injury or death is caused by agents or employees of Buyer or by any other third person and whether such damage to property be that of Buyer or any third party. No loss or damage to the equipment or any part thereof shall impair the obligation of Buyer to make all payments due Seller under this Agreement. If a claim shall arise in connection with the equipment the Buyer shall promptly notify Seller of the nature of the claim
9. **Waiver of Consequential Damages**. Under no circumstances shall Seller be liable to Buyer for any consequential damages (specifically including any loss of business revenue) suffered by Buyer as a result of the Seller's failure to deliver the specific equipment ordered by Seller or the performance of the equipment. Rather, the Buyer's sole remedy shall be set forth in Section 2 of this Agreement. Buyer and Seller understand that this provision has been specifically negotiated between the parties and is a material term to this contract.
10. **Assignment**. The equipment described herein, and Buyer's obligations under this Agreement, shall not be transferred, delivered, or assigned to any other person or corporation without prior written consent of Seller.
11. **Maintenance/Care of Equipment**. Except for the warranty service as outlined in the Manufacturer's Warranty Agreement, Buyer shall be responsible at Buyer's expense, for all repairs and maintenance on the unit and shall only use repair technicians authorized by Seller for warranty service. Buyer agrees that only experienced and trained personnel of suitable age (according to applicable labor Laws) and discretion shall be permitted to operate the equipment.
12. **Disclaimer of Warranties.** The parties acknowledge that the Seller has not designed or manufactured the equipment sold to Buyer in any way. Seller gives no warranties in respect to the equipment except as specifically stated in the Seller's price quotation and in the manufacturer's warranty certificate. Specifically, the Seller makes no warranties that the equipment is suitable for a particular purpose. Rather, the Buyer agrees to purchase the equipment "AS-IS" subject to Buyer's inspection rights set forth in Section 3 of this Agreement and any manufacturer warranty received by Buyer in conjunction with the purchase of said equipment.
13. **Continuance**. The Liability, Warranty Jurisdiction and Venue provisions of this Agreement will continue and be binding on each party and its successors and assigns.
14. **Force Majure**. Seller is excused from its obligations under this Agreement due to causes beyond its control until such causes are abated.
15. **Jurisdiction/Venue/Entire Contract.** This Agreement shall be interpreted in accordance with the laws of the State of Washington. Buyer agrees that jurisdiction and venue shall be in King County, Washington. Any disputes between the parties shall be subject to binding arbitration with an arbitrator selected by the Presiding Judge of the King County Superior Court. The prevailing party at any arbitration shall be entitled to an award of attorney's fees. This contract sets out the entire Agreement between the parties and any modifications shall be in writing and agreed to by both parties.

Buyer's Initials

Recycle Systems, LLC
T 425-453-9300 F 421-821-0975
PO Box 201
Kirkland, WA 98083-0201

Invoice

Date	Invoice #
2/6/2020	31024

Sold To
Gunnison County Public Works 200 E. Virginia Avenue Gunnison, CO 81230

Ship To
Gunnison County Public Works 195 Basin Park Drive Gunnison, CO 81230

P.O. No.	Terms	Rep
		GM

Item	Description	Qty	U/M	Price	Total
Customer D...	35% Down payment on REM Equipment per Sales Agreement dated 2/4/20	1		7,997.50	7,997.50
	Sales Tax			0.00	0.00
	Sell Price: $22,850.00 FOB Priest River, ID				

Thank you, Greg Matheson

Subtotal	$7,997.50
Sales Tax (0.0%)	$0.00
Total	$7,997.50

Phone #	Fax #
425-453-9300	425-821-0975