

ATTACHMENT 3: PURCHASE CONTRACT



Goods Purchase Agreement

[Agreement Title]

[Agreement #]



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BASIC OVERVIEW

This Agreement is entered into on this the ____ day of, ____, 2024, (Effective Date), by and between Homes for Good Housing Agency and _____, to manufacture, deliver and install 10 Park Model RVs at the Lazy Days Mobile Home and RV Park ("Project") located at 52511 McKenzie River Highway in Blue River, Oregon 97413. All terms of the following exhibits are hereby incorporated by reference into this Agreement, and [Insert Full Contractor Name] agrees to comply with each:

- ❖ Agreement
- ❖ Exhibit A: Agency’s RFP/RFQ and Scope of Work
- ❖ Exhibit B: Contractor’s Proposal
- ❖ Exhibit C: Insurance Requirements
- ❖ Exhibit D: Public Contracting Requirements

WHEREAS, Homes for Good Housing Agency has a need for the type of goods manufactured by [Insert Full Contractor Name].

WHEREAS, CONTRACTOR agrees that it is qualified to manufacture and deliver the goods described in Exhibit A and desires to provide those goods to Agency.

In consideration of the covenants set forth below:

[CONTRACTOR NAME]
[ADDRESS]

Hereinafter referred to as CONTRACTOR, and Homes for Good, hereinafter referred to as AGENCY, mutually agree as follows:



AGREEMENT

1. SCOPE OF WORK

- 1.1 Goods. CONTRACTOR will provide all labor and materials required to manufacture, deliver and install 10 Park Model RVs as described within Exhibits A and B, AGENCY'S [RFP/RFQ] and CONTRACTOR'S proposal to Lazy Days Mobile Home and RV Park, located at 52511 McKenzie River Highway in Blue River, Oregon 97413. CONTRACTOR agrees and covenants with AGENCY that CONTRACTOR will comply with the requirements of all Exhibits and other attachments, conditions, and specifications incorporated here into this Agreement; and meet the highest industry standards in performing the above-described Scope of Work.
- 1.2 Delivery. Delivery of the Modular Homes is scheduled for _____, 2024, FOB 52511 McKenzie River Highway in Blue River, Oregon 97413. Risk of loss shall pass to AGENCY upon delivery of Modular Homes to said address.
- 1.3 Inspection and Acceptance. Upon delivery and installation, AGENCY shall have thirty (30) days within which to inspect Modular Homes for substantial conformance to the material specifications. In the event of substantial non-conformance to the specifications, AGENCY shall furnish CONTRACTOR with written notice sufficient to permit CONTRACTOR to evaluate such non-conformance (Notice of Defect). Any of the Modular Homes not in substantial conformance with the specifications shall be remedied by CONTRACTOR within thirty (30) days from Agency's Notice of Defect. In the event CONTRACTOR does not receive a Notice of Defect within thirty (30) days of delivery, Modular Homes will be deemed to be in conformance with specifications and accepted by AGENCY.

2. COMPENSATION

- 2.1 Agency agrees to purchase 10 Park Model RVs for a total purchase price of _____, (\$_____) which includes manufacture, delivery, installation and extended warranty. Agency shall retain 50% of the total purchase price. Agency shall have the opportunity as described in Section 1.3 to inspect and accept Modular Homes. If CONTRACTOR is unable to remedy any defects AGENCY identifies in Modular Homes and bring Modular Homes into substantial conformance with the specifications, CONTRACTOR shall refund AGENCY any prepaid purchase amounts, in full. If Agency accepts the Modular Homes, payment of the total purchase price will occur at that time.
- 2.2 If AGENCY fails to make any payment due CONTRACTOR within thirty (30) days after AGENCY accepts Modular Homes, late fees will be added to amounts due CONTRACTOR at the rate of 1.0 percent (1%) per month from the date due. Amounts in dispute are not subject to late fees until such time as they are no longer in dispute. In the event of non-payment due to a fee dispute, CONTRACTOR shall continue to perform the Scope of Work.



3. AGREEMENT DOCUMENTS

Together with this Agreement, the documents listed below, constitute the "Agreement Documents." In the event of a conflict, the terms of this Agreement will govern, followed by Exhibits A, D, C, and B, in that order.

This Agreement is subject to:

- ❖ AGENCY'S solicitation and scope of work, attached hereto as **Exhibit A**
- ❖ CONTRACTOR'S Proposal/Quote, attached as **Exhibit B**
- ❖ Insurance Requirements, attached as **Exhibit C**.
- ❖ Applicable ORS 279B provisions, attached as **Exhibit D**.

4. TERM

Unless otherwise terminated in accordance with Section 5, below, CONTRACTOR will complete its scope of work under Section 1 of this Agreement on or before _____, 202_, unless extended for additional periods of time upon written mutual agreement of both parties.

5. TERMINATION

- 5.1 Termination for Convenience. This Agreement may be terminated by mutual written consent of both parties. In addition, AGENCY may terminate all or part of this Agreement upon determining that termination is in the best interest of AGENCY by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against CONTRACTOR. CONTRACTOR shall be entitled to payment only for Modular Homes received and accepted by AGENCY.
- 5.2 Termination for Default. If either party fails to perform in the manner called for in this Agreement or fails to comply with any other provisions of the Agreement, after providing the breaching party with a fifteen (15) day written notice and opportunity to cure and the breach has not been entirely cured, the other party may immediately terminate this Agreement for default. Termination shall be affected by serving a notice of termination on CONTRACTOR setting forth the manner in which CONTRACTOR is in default.

6. REMEDIES.

In the event of breach of this Agreement, the parties shall have the following remedies:

- 6.1 If terminated under Section 5 by AGENCY due to a breach by CONTRACTOR, AGENCY may purchase Modular Homes from another contractor. If the cost of Modular Homes exceeds the unpaid balance of the total compensation provided under this Agreement, then CONTRACTOR shall pay to AGENCY the amount of the reasonable excess.
- 6.2 In addition to the above remedies for a breach by CONTRACTOR, AGENCY also shall be entitled to any other equitable and legal remedies that are available.



- 6.3 If AGENCY breaches this Agreement, CONTRACTOR’s remedy shall be limited to termination of the Agreement and receipt of Agreement payment for Modular Homes received and accepted by AGENCY.
- 6.4 AGENCY shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
- 6.5 Upon receiving a notice of termination, and except as otherwise directed in writing by AGENCY, CONTRACTOR shall immediately cease all activities related to the services and work under this Agreement.

7. STANDARD OF CARE.

CONTRACTOR warrants that the Modular Homes provided pursuant to this Agreement shall be constructed in a good and workmanlike manner and will conform to the highest standards prevalent in the industry or business most closely involved in providing Modular Homes similar to those AGENCY is purchasing.

AGENCY staff or third parties may inspect work in progress at the site of manufacture, but shall in no way disrupt the schedule of the CONTRACTOR.

8. NO WAIVER OF LEGAL RIGHTS.

AGENCY shall not be precluded or estopped by completion or acceptance of the Modular Homes, or payment therefor, from showing that the Modular Homes do not conform to this Agreement. AGENCY shall recover from CONTRACTOR such damages as AGENCY may sustain by reason of CONTRACTOR’s failure to comply with the terms of this Agreement. A waiver of any breach of the Agreement shall not be held as a waiver of any other subsequent breach of this Agreement.

9. NOTICE

All notices provided for under this Agreement shall be in writing and shall be deemed to be duly served: 1) on the date of delivery if delivered in person; 2) on the day after deposit if delivered by overnight courier; or 3) three days after deposit if delivered by placing in the U.S. mail, first-class, postage prepaid. All notices shall be addressed as follows, except that either party may change its notice address at any time by delivering written notice of the new address to the other party:

AGENCY:

Homes For Good Housing Agency
100 W 13th Ave
Eugene, OR 97401.
Phone: (541) 682-3755
Email: _____

CONTRACTOR:

Phone: _____
Email: _____



10. WARRANTY.

- 10.1 In addition to the warranty terms extended in Exhibit B, CONTRACTOR warrants that all materials, Modular Homes and/or services provided under this Agreement shall be fit for the purpose(s) for which intended, for merchantability, that material and Modular Homes shall be properly packaged, that proper instructions and warnings shall be supplied, and that Modular Homes and associated services shall conform to the requirements and specifications herein. Acceptance of any service and inspection incidental thereto by AGENCY shall not alter or affect the obligations of CONTRACTOR or the rights of AGENCY.
- 10.2 CONTRACTOR warrants that work performed and goods provided under this Agreement will be free of any defect in material or workmanship performed by CONTRACTOR. This warranty shall continue for a period of **[ONE YEAR]** from the date of final acceptance of the work or goods. Additionally, CONTRACTOR shall transfer any and all manufacturer warranties to AGENCY.

11. INDEMNIFICATION

CONTRACTOR agrees that its performance under this Agreement is at CONTRACTOR'S sole risk and that CONTRACTOR shall protect, defend, indemnify and hold AGENCY, its commissioners, agents, officers and employees harmless from and against any and all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or the Modular Homes provided under this Agreement or CONTRACTOR's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of AGENCY.

12. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under this Agreement.

- 7.1 While AGENCY reserves the right to set various schedules and evaluate the quality of CONTRACTOR's work, AGENCY cannot and will not control the means and manner of CONTRACTOR's performance. CONTRACTOR is responsible for determining the appropriate means and manner of performing work.
- 7.2 CONTRACTOR is not eligible for any AGENCY fringe benefit plans, including but not limited to any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this Agreement payment, except as a self-employed individual.
- 7.3 CONTRACTOR is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.



- 7.4 CONTRACTOR is responsible for all state and federal taxes related to payments made pursuant to this Agreement and will not have any amounts withheld by AGENCY to cover Contractor's tax obligations.
- 7.4 AGENCY shall report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.

13. INSURANCE

CONTRACTOR shall maintain during the life of this Agreement, and shall provide to AGENCY, certification of the following minimum public liability and property damage insurance, which shall protect CONTRACTOR from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this Agreement as found in Exhibit C.

CONTRACTOR shall: (a) provide AGENCY with a copy of a current Certificate of Insurance with the coverages listed above; (b) include AGENCY as an additional insured for Commercial General Liability (subject to the terms and conditions of the applicable CONTRACTOR insurance policy); and (c) ensure that all policies provide a thirty (30) day notice of cancellation to the named insured.

Nothing contained in these insurance requirements shall be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this Agreement.

14. This section intentionally left blank

15. DRUG FREE ENVIRONMENT CERTIFICATION

By signing this Agreement, CONTRACTOR certifies CONTRACTOR will provide a drug-free workplace while performing work at the contracted location.

16. LICENSING

CONTRACTOR certifies that CONTRACTOR has all necessary licenses, permits or certificates of registration necessary to perform the work covered by this Agreement, and certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of CONTRACTOR to have or maintain such licenses, permits or certificates is grounds for immediate termination of the Agreement.

17. CONFIDENTIALITY

CONTRACTOR shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement and shall not release or disclose any such information except as directly connected with the administration of this Agreement. All records and files shall be appropriately secured to prevent access by unauthorized persons.

18. This section intentionally left blank.



19. MODIFICATION OR AMENDMENT

No amendment to this Agreement shall be valid, unless in writing and signed by the parties.

20. SUBCONTRACTS AND ASSIGNMENT

- 21.1 CONTRACTOR shall not subcontract, assign, or transfer any of the work scheduled under this Agreement, without the prior written consent of AGENCY, which may be granted or withheld in AGENCY's sole discretion. Any subcontract made by CONTRACTOR shall incorporate by reference all the terms of this Agreement.
- 21.2 Notwithstanding AGENCY approval of a subcontractor: 1) CONTRACTOR shall not be released from liability under this Agreement and shall remain obligated for full performance hereunder; and 2) AGENCY shall incur no obligation other than its obligations to the Agreement hereunder.
- 21.3 CONTRACTOR agrees that, if subcontractors are employed in the performance of this Agreement, CONTRACTOR and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

21. ERRORS

CONTRACTOR shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

22. ARBITRATION

If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Agreement, the parties shall, upon the request of

AGENCY, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

Notwithstanding any dispute under this Agreement, whether before or during arbitration, CONTRACTOR shall continue to perform work under this Agreement pending resolution of the dispute, and AGENCY shall make payments as required by this Agreement for undisputed portions of work.

23. ATTORNEY FEES

If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this Agreement, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration,



action, suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

24. GOVERNING LAW.

This Agreement is to be governed by and under the laws of the State of Oregon.

25. CONSENT TO JURISDICTION.

The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation, or rescission.

26. PUBLIC CONTRACTING REQUIREMENTS.

CONTRACTOR shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit D, attached hereto and incorporated herein by this reference.

27. SEVERABILITY

If any part, term or clause of this Agreement is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall

not be affected and the rights and obligations of the parties shall be construed and in force as if the Agreement did not contain the particular part, term or clause held to be unenforceable.

Section Headings. Section headings are used solely for convenience and are not to be used in construing or interpreting this Agreement.

28. SIGNATURES.

This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party. Each person executing this Agreement on behalf of a party to this Agreement hereby covenants that they are duly authorized by that party to bind that party to this Agreement.

29. INTERLOCAL PURCHASING STATEMENT.

The AGENCY grants to any and all public serving governmental agencies, authorization to purchase equivalent product or products described herein at the same price, but only with the consent of the CONTRACTOR awarded the Contract by the AGENCY. The prices contained herein are valid to _____, 20__ and extendable at the option of CONTRACTOR. Any local government purchasing pursuant to this cooperative purchasing Contract will enter into its own mutually agreeable terms and conditions and service quotation with CONTRACTOR.



30. ENTIRE AGREEMENT

This Agreement shall be the exclusive Agreement between the parties for the purchase. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.

CONTRACTOR:

Signature: _____ Date: _____

Name (Printed): _____

Title: _____

Address: _____

Federal Business I.D. Number: _____

Contractor's License Number: _____ Exp. Date: _____

AGENCY:

By: _____ Date: _____

Jacob Fox, Executive Director
Homes for Good Housing Agency



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. www.homesforgood.org

EXHIBIT A: SCOPE OF WORK



100 West 13th Avenue, Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411



Homes. People. Partnerships. Good. www.homesforgood.org

EXHIBIT B: CONTRACTOR'S PROPOSAL



EXHIBIT C: INSURANCE REQUIREMENTS

Homes for Good Housing Agency listed as additional insured with an attached Endorsement Page, showing the additional insured as:

Homes for Good Housing Agency
100 West 13th Avenue
Eugene, OR 97401

GENERAL COMMERCIAL LIABILITY INSURANCE

- ❖ A limit of no less than [\$2,000,000] per occurrence
- ❖ Aggregate limit of no less than [\$4,000,000]

WORKERS' COMPENSATION INSURANCE

- ❖ For Contractor's employees
- ❖ At no less than Oregon statutory limits

AUTOMOBILE INSURANCE

- ❖ With liability coverage
- ❖ At no less than Oregon statutory limits

PRODUCT LIABILITY INSURANCE

- ❖ At no less than [\$2,000,000]

EXHIBIT D: PUBLIC CONTRACTING REQUIREMENTS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the Agreement and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the Agreement. ORS 279B.220(2).
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
4. Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
5. Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the Agreement as such claim becomes due, the Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the Agreement. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or their surety from their or its obligation with respect to any unpaid claim. If the Agency is unable to determine the validity of any claim for labor or material furnished, the Agency may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
7. All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
8. Contractor shall pay employees for overtime work performed under the Agreement in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
9. The Contractor must give notice to employees who work on this Agreement in writing, either at the time of hire or before commencement of work on the Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
10. All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the Agreement shall be promptly so paid. ORS 701.430.

11. The Agreement may be canceled at the election of Agency for any willful failure on the part of Contractor to faithfully perform the Agreement according to its terms.
12. Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385. Contractor represents and warrants that the contractor has complied with the tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Contractor covenants to continue to comply with the tax laws of this state during the term of the public contract. Contractor's failure to comply with the tax laws of this state before the contractor executed the public contract or during the term of the public contract is a default for which a contracting agency may terminate the public contract and seek damages and other relief available under the terms of the public contract or under applicable law. ORS 279B.045 and 305.385.
13. Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
14. As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the Agreement, does not have a business address in this state, and stated in the bid for the Agreement that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the Agreement price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total Agreement price, terms of payment, length of Agreement and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.