

# Contract Review Sheet

PW-5629-23

Purchase Order #: PW-5629-23 Amendment #: \_\_\_\_\_

Contact: Jeniffer Scales Department: Public Works Department

Phone #: (503) 588-5036 Date Sent: Monday, August 14, 2023

Title: CE#24-322 Deere & Company tractor with brush cutter

Contractor's Name: \_\_\_\_\_

Term - Date From: August 30, 2023 Expires: June 4, 2025

Original Contract Amount: \$210,863.48 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$210,863.48 Amd% 0%

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# 110719-JDC

### Description of Services or Grant Award

Purchase of a 2024 John Deere 6110 Tractor with a boom mower. The tractor mower will provide year-round roadside vegetation control performing shoulder mowing and brush cutting for improved safety sight distance and vegetation encroachment along the roadway clear zone areas within the Right-of Way. This purchase is essential to replace equipment that has surpassed its useful life and will be replacing our existing 2005 John Deere tractor mower (0PW461).

Desired BOC Session Date: 8/30/2023 BOC Planning Date: 8/17/2023

Files submitted in CMS: 8/9/2023 Printed packet & copies due in Finance: 8/15/2023

BOC Session Presenter(s) \_\_\_\_\_

### FOR FINANCE USE

Date Finance Received: 8/15/2023 Date Legal Received: \_\_\_\_\_

Comments: Y

### REQUIRED APPROVALS

DocuSigned by:



90EC84E244DF43D...

8/15/2023

Finance - Contracts \_\_\_\_\_ Date

Contract Specialist \_\_\_\_\_ Date

Legal Counsel \_\_\_\_\_ Date

Chief Administrative Officer \_\_\_\_\_ Date



## MARION COUNTY BOARD OF COMMISSIONERS

## Board Session Agenda Review Form

Meeting date: 8/30/23

Department: Public Works Agenda Planning Date: 8/17/23 Time required: 5 min

 Audio/Visual aids PowerPoint

Contact: Scott Wilson Phone: 503-365-3129

Department Head Signature:   
 DocuSigned by:   
 Brian Nicholas   
 9793BA7ACD6D443...**TITLE** Consider approval of PO #920666 to Deere & Co. for the purchase of a 2024 John Deere 6110 Tractor with a boom mower.Issue, Description & Background Public Works utilizes a diversified fleet of heavy and medium equipment types to perform its road maintenance tasks.   
 The tractor mower will provide year-round roadside vegetation control performing shoulder mowing and brush cutting for improved safety sight distance and vegetation encroachment along the roadway clear zone areas within the Right-of Way.

Financial Impacts: For FY 2023/2024 the PO amount for the tractor mower is \$210,863.48 and awarded through Sourcewell Ag Tractors. Funding is approved by CE #24-322 for the purchase of the equipment.

Impacts to Department &amp; External Agencies This purchase is essential to replace equipment that has surpassed its useful life and will be replacing our existing 2005 John Deere tractor mower (0PW461).

Options for Consideration:   
 1. Approve PO#920666 to Deere & Co. for the purchase of a John Deere 6110 tractor with a boom mower.   
 2. Withhold approval of PO#920666 to Deere & Co. for the purchase of a John Deere tractor with a boom mower.

Recommendation: Public Works recommends that the Board approves option #1 and approve the Purchase Order to Deere &amp; Co. for the purchase of the 2024 John Deere 6110 Tractor with a boom mower.

List of attachments: Contract Review Sheet   
 Purchase Order #920666   
 Cooperative Checklist   
 Quote 29221763

Presenter: Brian Nicholas

*Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)*

Copies to: Jeniffer Scales, JScales@co.marion.or.us



**MARION COUNTY  
FINANCE DEPARTMENT**

PO Box 14500  
555 Court St NE #4247  
Salem, OR 97309-5036

DEERE & COMPANY  
21748 NETWORK PL  
CHICAGO, IL 60673-1217

Purchase Order		
Purchase Order No	Revision	Page
920666		1
<b>Ship To:</b>		
MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		
<b>Bill To:</b>		
MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		

Customer Acct No 2087899	Supplier No 568470	Order Date / Buyer J SCALES	Revised Date / Buyer J SCALES
Payment Terms IMMEDIATE		Ship Via BEST METHOD	F.O.B DESTINATION
Freight Terms PREPAID		Request Or Deliver To ERIC STEWART	Confirm To / Telephone ( )

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CE#24-322 2024 JOHN DEERE 6110M CAB TRACTOR WITH BRUSH CUTTER  THIS PURCHASE IS PLACED AGAINST SOURCEWELL AGREEMENT #110719-JDC		1			\$210,863.48
<b>Total</b>						\$210,863.48

<p>INSTRUCTIONS TO VENDOR</p> <ol style="list-style-type: none"> <li>Please direct any questions concerning this purchase order to invoiced department.</li> <li>Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.</li> <li>Separate invoices must be submitted for each Purchase Order.</li> <li>Do not overship or substitute.</li> <li>If you cannot supply the items requested, please notify issuing authority at once.</li> </ol>	<p><b>Note : <u>Please notify department contact (above) for all inquiries regarding this Purchase Order</u></b></p> <p><b>Authorized By:</b> _____ <b>MARION COUNTY PURCHASING</b> <b>NOT VALID Unless Signed By Purchasing</b></p>
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**MARION COUNTY TERMS AND CONDITIONS**

**1. INSPECTIONS:** County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**2. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**3. PAYMENT:** County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

**4. COUNTY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. WARRANTIES:** Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

**6. TERMINATION OF PO:** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

**7. INDEMNIFICATION.** The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

**8. GOVERNING LAW, VENUE:** This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

**10. SUBCONTRACTING/NONASSIGNMENT.** No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD.** The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

**12. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. AMENDMENTS:** All amendments to this PO must be in writing, signed by County.

**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

**19. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

**SIGNATURE PAGE FOR  
CE#24-322 DEERE & COMPANY TRACTOR WITH BRUSH CUTTER - PW-5629-23  
between  
MARION COUNTY and**

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

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Chair \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

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Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_ Date 8/15/2023  
9793BA7ACD6D443  
Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Chief Administrative Officer

Reviewed by Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Marion County Legal Counsel

Reviewed by Signature:  \_\_\_\_\_ Date 8/15/2023  
90EC84E244DF43D  
Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_



**JOHN DEERE**



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Pape Machinery, Inc.  
 5101 Lardon Road Ne  
 Salem, OR 97305  
 503-581-5033  
 agsalem@papemachinery.com

**Quote Summary**

**Prepared For:**

MARION COUNTY PUBLIC WORKS  
 5155 SILVERTON RD NE  
 SALEM, OR 97305  
 Business: 503-588-5594  
 jscales@co.marion.or.us

**Delivering Dealer:**

Pape Machinery, Inc.  
 Kirk Gilman  
 5101 Lardon Road Ne  
 Salem, OR 97305  
 Phone: 503-581-5033  
 Mobile: 503-710-0340  
 kgilman@papemachinery.com

*This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at [www.pape.com/terms](http://www.pape.com/terms), and will also be sent by mail or e-mail to the purchaser upon request.*

**Quote ID:** 29221763  
**Created On:** 13 July 2023  
**Last Modified On:** 27 July 2023  
**Expiration Date:** 31 August 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6110M Cab Tractor <b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) <b>Price Effective Date:</b> July 25, 2023	\$ 126,975.48 X	1 =	\$ 126,975.48
DIAMOND MOWERS REAR CRADLE BOOM MOWER 22' <b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70) <b>Price Effective Date:</b>	\$ 83,888.00 X	1 =	\$ 83,888.00
<b>Equipment Total</b>			<b>\$ 210,863.48</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 210,863.48
Trade In	
SubTotal	<b>\$ 210,863.48</b>
Est. Service Agreement Tax	\$ 0.00
Total	\$ 210,863.48
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	<b>\$ 210,863.48</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

## INTERSTATE COOPERATIVE CHECKLIST

Cooperative:	Sourcewell #110719-JDC	Contract Start Date	12/23/2019
Title:	John Deere	Contract Expiration Date	12/30/2024
Solicitation#	Sourcewell #110719-JDC	Contract #	110719-JDC

Requirement	#	Question	Y/N	notes	guidance
279A.220(1)(a)	1	Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055 or 279B.060?	Yes		proceed to question 2
279A.220(1)(b)	2	Does the solicitation allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original solicitation? Upload the document or relevant pages into CMS and note in column G where this information can be found.	Yes	Page #1, second paragraph.	proceed to question 3
279A.220(1)(b)	3	Does the original contract allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original contract? Upload the document or relevant pages into CMS and note in column G where this information can be found.	Yes	Page #1, second paragraph.	proceed to question 4
279A.220(2)(a)	4	Is Marion County specifically listed in the solicitation OR is Marion County a member of the cooperative group? Attach in CMS or link to demonstration of membership.	Yes	Marion County's account number is 5253	proceed to question 5
279A.220(2)(a)	5	Was the solicitation advertised in Oregon? Upload the advertisement document into CMS.	Yes		usable by MC
279A.220(2)(b)	6	Has Marion County advertised a notice of intent to establish a contract under the cooperative?	No		usable by MC

**ORS 279A.200 (1)(d) "Interstate cooperative procurement"** means a permissive cooperative procurement in which the administering contracting agency is a governmental body, domestic or foreign, that is authorized under the governmental body's laws, rules or regulations to enter into public contracts and in which one or more of the participating governmental bodies are located outside this state.

**Examples:** OMNIA Partners, Sourcewell, HGAC, NCPA



## **Solicitation Number: RFP#110719**

### **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Deere & Company**, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.



## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.



### CONTRACT EXTENSION

### Contract Number: #110719-JDC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Vendor) have entered into Contract #110719-JDC for the procurement of Ag Tractors with Related Attachments, Accessories, and Supplies. The Contract has an expiration date of December 30, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of December 30, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz

Title: Chief Procurement Officer  
6/1/2023 | 9:00 PM CDT  
Date: \_\_\_\_\_

Deere & Company

DocuSigned by:  
*Andrew Roman*  
By: E2D8D7D6435C47C...  
Andrew Roman

Title: Contract Administrator  
6/2/2023 | 5:54 AM CDT  
Date: \_\_\_\_\_

AFFIDAVIT OF PUBLICATION

# DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**

**AG TRACTORS WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES**

**Sourcewell; Bid Location Staples, MN, Todd County; Due 11/07/2019 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

9/20/2019

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE **20th** DAY OF **September, 2019**

**Nick Bjork**

Notary Public-State of Oregon

**SOURCEWELL**  
**AG TRACTORS WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES**  
**Proposals Due 4:30 pm, November 7, 2019**  
**REQUEST FOR PROPOSAL**  
Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Ag Tractors with Related Attachments, Accessories, and Supplies to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-forprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 07, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.  
Published Sep. 20, 2019. 11793754



**Carol Jackson**  
**Sourcewell**  
202 12th St NE  
Staples, MN 56479-2438

Order No.: 11793754  
Client Reference No: