



Marion County
OREGON
FINANCE DEPARTMENT

Contract Review Sheet

PO-910221

Purchase Order #: PO-910221 Amendment #: _____

Contact: Tim Beaver Department: Public Works

Phone #: 503-365-3100 Date Sent: Tuesday, July 12, 2022

Title: PO with Pape Machinery, Inc. for the purchase of a used John Deere 770G Motor Grader

Contractor's Name: Pape Machinery, Inc.

Term - Date From: Execution Expires: June 30, 2023

Contract Total: \$ 280,590.05 Amendment: \$ - New Total: \$ 280,590.05

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Exemption Rule/Statute: 50-0070

Description of Services or Grant Award

Purchase of a used John Deere 770G Motor Grader.

Pursuant to 50-0070 of the MCPCR, quotes were solicited via OregonBuys with the sole quote being provided by Pape Machinery, Inc.

Desired BOC Session Date: 8/3/2022 BOC Planning Date: 7/21/2022

Files submitted in CMS: 7/13/2022 Printed packet & copies due in Finance: 7/19/2022

BOC Session Presenter(s) Scott Wilson

FOR FINANCE USE

Date Finance Received: 7/13/2022 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

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: August 3, 2022

Department: Public Works Agenda Planning Date: June 21, 2022 Time required: 5 min

Audio/Visual aids: Powerpoint

Contact: Scott Wilson Phone: 503-365-3129

Department Head Signature:

TITLE: Consider approval of PO # 910221 for the purchase of a 2018 John Deere 770G Motor Grader.

Issue, Description & Background: Public Works utilizes a diversified fleet of heavy and medium equipment types to perform its road maintenance tasks. The Motor Grader purchase is a well serviced lease return with low hours that will save us an estimated \$100,000.00 compared to a new purchase. It will be utilized throughout the year maintaining and repairing Marion County's gravel roads and road shoulders, and for snow removal. Pursuant to section 50-0070 (Purchases of Used Personal Property) of the Marion County Public Contracting Rules, quotes were solicited via OregonBuys resulting in one quote from Pape Machinery, Inc.

Financial Impacts: For FY 2022/2023 the PO amount for the motor grader is \$280,590.05. Funding is approved by CE #23-310 for the purchase of the equipment.

Impacts to Department & External Agencies: This purchase is essential to replace a 2004 Motor Grader that has exceeded its useful life.

Options for Consideration: 1. Approve PO # 910221 to Pape Machinery Inc. for the purchase of a 2018 John Deere 770G Motor Grader. 2. Withhold approval of PO # 910221 to Pape Machinery Inc. for the purchase of a 2018 John Deere 770G Motor Grader.

Recommendation: Public Works recommends that the Board approves option # 1 and approve PO # 910221 to Pape Machinery Inc. for the purchase of a 2018 John Deere 770G Motor Grader.

List of attachments: 1. Contract Review Sheet 2. Purchase Order # 910221 3. Approved Purchase Order Request Form 4. Approved Solicitation Award Transmittal

Presenter: Scott Wilson

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

Copies to: Tim Beaver, tbeaver@co.marion.or.us



**MARION COUNTY
FINANCE DEPARTMENT**

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

PAPE MACHINERY
PO BOX 5077
PORTLAND, OR 97208

Purchase Order		
Purchase Order No	Revision	Page
910221		1
Ship To: MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		
Bill To: MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		

Customer Acct No	Supplier No 532358	Order Date / Buyer 12-JUL-22 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#23-310 2018 JOHN DEERE 770G MOTOR GRADER		1			\$280,590.05
Total						\$280,590.05

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: _____
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

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.

**PO910221
SIGNATURE PAGE**

**MARION COUNTY
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature: _____
Department Director or designee Date _____

Authorized Signature: _____
Chief Administrative Officer Date _____

Reviewed by Signature: _____
Marion County Legal Counsel Date _____

Reviewed by Signature: _____
Marion County Contracts & Procurement Date _____



Marion County
OREGON
FINANCE DEPARTMENT

Solicitation Award Transmittal

Submitted By: Tim Beaver Department: Public Works

Contact Phone #: 503-365-3100 Date Sent: Thursday, June 30, 2022

Solicitation Name: Purchase of a used John Deere 770G Motor Grader

Formal: Bid RFP Advertising Date: Jun 21, 2022 Close Date: Jun 29, 2022
Quote: Verbal Written IRFP

Addenda Issued/Date
#1 _____ #2 _____ #3 _____ #4 _____

Solicitations Received From (or attach solicitation summary)

Contractor Name	Bid-Quote Amount/Proposal Score
Pape Machinery	\$280,590.05

Bid/Proposal in compliance for all requirements: Yes No (Detailed explanation required if "No" is checked)

This is for a used grader that was identified as a lease return from ODOT. The OregonBuys posting was to meet the requirements of exemption 50-0070.

Fiscal Impact (Description of impact)

Funds have been budgeted for the purchase of this grader.

Service: 4210 Account: 532500

DEPARTMENT RECOMMENDATION

Name: Pape Machinery

- Award to Low Bid-Quote/Highest Rank Proposal Multiple Awards
- Award to other than Low Bid-Quote/Highest Rank Proposal (Attach written support)
- Reject All Bids/Proposals (Attach written justification for rejection of all bids/proposals)

Finance Use: (when required)

Date Finance Received: 7/5/2022

Comments:

Solicitation Award Approval:

<small>DocuSigned by:</small> <small>F4592AF8CAA542C</small> 7/5/2022 Finance Contracts / Date	<small>DocuSigned by:</small> <small>DC16351248DE4EC...</small> 7/6/2022 Chief Administrative Officer / Date
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Date paperwork returned to department: _____



REQUEST FOR QUOTE PW1148-22

Release Date: June 21, 2022

The Marion County Public Works Department is soliciting written quotes from vendors for: Purchase of a used John Deere 770G (or equivalent) Motor Grader.

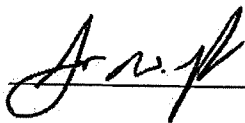
Please Reply (email preferred) to:

Marion County Public Works Department
Attn: Tim Beaver
Email: tbeaver@co.marion.or.us
5155 Silverton Road NE, Salem, OR 97305

- **DUE DATE:** To be considered quotes must be received via email by 3:30 PM (Pacific) on June 29, 2022. Quotes received after the deadline will not be considered.
- **AWARD PROCESS:** The Marion County Public Works Department reserves the right to purchase from multiple vendors based on price and the ability to meet the County's requirements & needs.

Company Name: Pape Machinery

Authorized Signature: _____



6/21/22

Date

EQUIPMENT SPECIFICATIONS:

Equipment must (minimum requirements):

1. Be a John Deere 770G Motor Grader or equivalent, model year 2018 or newer; and,
2. Register 1,500 maximum operational unit hours; and,
3. Be in excellent working condition overall; and,
4. Be four-wheel drive (4WD); and,
5. Include a blade at least 14' W x 24" H x 7/8" Thick; and,
6. Include any manufacturer's extended warranties; and,
7. Include a complete set of shop manuals including: one repair, one parts, and one operator's; and,
8. Not have any outstanding preventive maintenance needed upon delivery; and,
9. Be thoroughly cleaned and ready for use upon delivery; and,
10. Be delivered no later than Wednesday, August 31, 2022; and,
11. Must include detailed maintenance records.

EVALUATION CRITERIA:

Quotes will be evaluated and ranked on the criteria below that best fits the County's needs in the County's sole discretion. Ordinarily, quotes will be evaluated to identify the "lowest responsible Offeror." The "lowest responsible Offeror" is the lowest Offeror who has substantially complied with all requirements of the RFQ and who can be expected to deliver promptly and perform reliably in the County's sole discretion.

QTY	UNIT OF MEASURE	DESCRIPTION OF GOODS	PRICE
1	Each	Used John Deere 770G (or equivalent) Motor Grader	\$ 279,500
1	Each	Shipping & Handling to 5155 Silverton Road NE, Salem, OR 97305	\$ 0 (Included)
		Total Price: <i>Included C.A.T. .00399. at Sales Price</i>	\$ 280,590.05

*** "OR EQUAL": Any brand name listed in the specifications as "or equal" or "or equivalent" shall establish the minimum requirements for quality, utility, durability, function, purpose, etc. Other product brands may be offered that are equal to or better than the product brand name. Proposer may show cost differences, alternates and options in the space provided in the quote. This clause is not meant to be restrictive, but to set the minimum standard. When the designation is "or equal" or "equivalent" County shall make its decision after quote closing.

ADDITIONAL INFORMATION:

1. Contract/Purchase pursuant to ORS 279A and Marion County's procurement rules.
2. Marion County reserves the right to:
 - a. reject any and all quotes if it is in the County's best interest to do so
 - b. amend the quote solicitation
 - c. not to award a purchase order for the requested goods
 - d. extend the deadline for submission of quote
 - e. waive any irregularities or informalities in any quote
 - f. accept the quote(s) deemed to be the most beneficial to the public and Marion County
 - g. negotiate the final statement of work
3. TERM: Selected vendor(s) shall hold prices firm until goods are delivered to Marion County.
4. When a product brand is followed by "or equal" or "or equivalent", the Marion County Public Works Department will determine, in its sole discretion, whether the product brands offered are equal or equivalent to the product brand-name specified in the RFQ.
5. Offeror shall complete and return Attachment A: Offeror Representatives and Certifications form along with quote.
6. By submitting a quote, Offeror shall accept all terms and conditions of the Purchase Order Terms & Conditions shown in Attachment B.
7. Any shipping costs must be included in total cost of the item(s). All deliveries to be made to the Marion County Public Works Department at 5155 Silverton Road NE, Salem, OR 97305

THANK YOU FOR YOUR INTEREST IN PROVIDING QUOTES!

ATTACHMENT A: OFFEROR REPRESENTATIONS AND CERTIFICATIONS

FAILURE OF THE OFFEROR TO COMPLETE AND SIGN THIS FORM MAY RESULT IN REJECTION OF THE SUBMITTED OFFER

The undersigned, having full knowledge of the specifications for the goods or services specified herein, offers and agrees that this offer shall be irrevocable for at least 30 calendar days after the date offers are due or as stated in the solicitation, and if accepted, to furnish any and/or all goods or services as described herein at the prices offered and within the time specified.

OFFEROR NAME: Pape Machinery / Scott Panter

ADDRESS: 33693 McFarland Rd Tangent, OR 97389

PHONE NUMBER: (503)385-5706 WEB SITE: www.papemachinery.com

TAXPAYER ID NUMBER: 93-1048932 DATE/STATE OF INCORPORATION: 2/15/02 OR

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other _____

CCB/CERTIFICATION/LICENSE NUMBER: N/A Pape Machinery does not have a CCB #

ASSURANCES - The Offeror attests that:

1. The person signing this offer has the authority to submit an offer and to represent Offeror in all phases of this procurement process;
2. The information provided herein is true and accurate;
3. The Offeror is a resident proposer, as described in ORS 279A.120, of the State of Oregon, and has not discriminated against any minority, women, or emerging small business enterprises in obtaining any required subcontracts, in accordance with ORS 279A.110; "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder". ORS 279A.120 (1) (j)(b);
4. Any false statement may disqualify this offer from further consideration or because of contract termination; and
5. The Offeror will notify the Department Contracts Officer within 30 days of any change in the information provided on this form.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

- The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

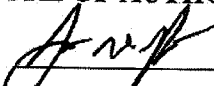
1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false

statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in paragraph 2. of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

SIGNATURE OF AUTHORIZED PERSON

Signature:  Date: 6/21/22

Print Name & Title: Scott Panter / Territory Manager

Contact Person for this procurement: Scott Panter

Phone: (503)385-5706 Email spanter@papemachinery.com

ATTACHMENT B: MARION COUNTY TERMS & 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).
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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.