

Contract Review Sheet

PW-5636-23

Purchase Order #: PW-5636-23 Amendment #: _____

Contact: Jeniffer Scales Department: Public Works Department

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

Title: Gresham Ford 2023 F150 pickups

Contractor's Name: Gresham Ford

Term - Date From: August 30, 2023 Expires: April 30, 2024

Original Contract Amount: \$145,979.04 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$145,979.04 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# SPA#1659

Description of Services or Grant Award

Purchase of 3 Light Duty Fleet Vehicles. Light duty fleet vehicles are replaced annually based on set criteria related to the age of the vehicle, maintenance costs, mileage driven and reliability. Vehicle replacement is reviewed semi-annually, once in December for the following fiscal year budget purposes, and a refreshed list in June to finalize the next fiscal year orders.

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) Brian Nicholas

FOR FINANCE USE

Date Finance Received: 8/14/2023 Date Legal Received: _____

Comments: Y 256

REQUIRED APPROVALS

DocuSigned by:



8/14/2023

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: August 30th, 2023

Department: Public Works

Agenda Planning Date: August 17th, 2023

Time required: 10

 Audio/Visual aids

Contact: Dennis Mansfield

Phone: 503-365-3111

Department Head Signature:

DocuSigned by:

Brian Nicholas

9793BA7ACD6D443...

TITLE	Purchase of 3 Light Duty Fleet Vehicles
Issue, Description & Background	Light duty fleet vehicles are replaced annually based on set criteria related to the age of the vehicle, maintenance costs, mileage driven and reliability. Vehicle replacement is reviewed semi-annually, once in December for the following fiscal year budget purposes, and a refreshed list in June to finalize the next fiscal year orders.
Financial Impacts:	The Consolidated Fleet Fund funds the replacement of the vehicles. Departments pay a monthly lease rate for their vehicles which pays for the replacement, outfitting and maintenance of the vehicle.
Impacts to Department & External Agencies	Having light duty vehicles on a replacement schedule optimizes replacement time, saving money and provides reliable vehicles to county departments.
Options for Consideration:	<ol style="list-style-type: none"> 1. Approve the purchase order to Gresham Ford in the amount of \$145,979.04 to purchase 3 light duty vehicles. 2. Don't approve the purchase order to Gresham Ford for the purchase of 3 vehicles.
Recommendation:	It is staff recommendation to approve the purchase order to Gresham Ford
List of attachments:	Purchase order to Gresham Ford PO Request Contract Review Sheet Signature Page Board Agenda Form
Presenter:	Brian Nicholas

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

Copies to:

Dennis Mansfield, dmansfield@co.marion.or.us; Jeniffer Scales, jscales@co.marion.or.us



MARION COUNTY FINANCE DEPARTMENT

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

GRESHAM FORD
1999 E POWELL BLVD
GRESHAM OR 97080

Purchase Order		
Purchase Order No	Revision	Page
920676		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 511364	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#24-338 2023 F150 SUPER CREW 4X4 6.50 FT BOX, BLACK THIS PURCHASE IS PLACED AGAINST OREGON STATE PRICE AGREEMENT#1659.		3			\$145,979.04
Total						\$145,979.04

INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- 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.

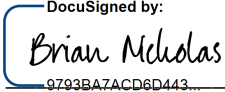
SIGNATURE PAGE FOR
PO#920676
GRESHAM FORD 2023 F150 PICKUPS
between
MARION COUNTY and GRESHAM FORD

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  _____ Date 8/14/2023
9793BA7ACD6D443...
Department Director or designee _____ Date _____

Authorized Signature: _____ Date _____
Chief Administrative Officer _____ Date _____

Reviewed by Signature: _____ Date _____
Marion County Legal Counsel _____ Date _____

Reviewed by Signature:  _____ Date 8/14/2023
90EG84E244DF43D...
Marion County Contracts & Procurement _____ Date _____

Fleet Price Quote**Gresham Ford-1999 East Powell Blvd. Gresham, OR 97080****Janet Teran**

Government and Commercial Fleet Manager

Military Deliveries

State of Oregon Contract #1659

Cell: 503.333.2891

Office: 503.665.0101

Fax: 503.665.0497

Janet@GreshamFord.com**Quoted to:**

Marion County

Eric Stewart Fleet Specialist

Cell/Phone 503-365-3161

Date Quoted 7/26/2023

Contract FIN QS045

FAX 503-365-3163

This Quote is per one vehicle

End User FIN QC807

E-Mail estewart@co.marion.or.us**Vehicle Quoted:**

Model Code

F-150 Super Crew Styleside 4x4 6.5 Box

Model Year

2023

Quote:

Item Code

Item Description

Price

Base	W1E	F-150 Super Crew Styleside 4x4 6.5 Box	\$ 47,285.00
Wheel Base	157	Wheel Base	incl.
Color	UM	Agate Black	incl.
Interior	C	Cloth 40/20/40	incl.
Interior Color	S	Medium Dark Slate	incl.
Trim	101A	Equip. Group XL Series 17' Silver Steel	incl.
Engine	998	3.5L V6 GTDI	\$ 2,489.00
Transmission	44G	Electronic 10 Speed Automatic	
	XL3	3.31 Elocking	incl.
	53A	Trailer Tow Pkg.	\$ 1,206.00
	55A	FX4 Off Road, Skid Plates	\$ 997.00

Cost of Vehicle \$ 48,659.68**Oregon Vehicle Privilege Tax** \$ 243.30**Oregon Corporate Activity Tax** \$ 180.04**E-Plates** \$ -**Delivered to** Salem, Oregon

#41

Total Vehicle Quote \$ 48,659.68

JOINT COOPERATIVE CHECKLIST

Lead Agency:	Oregon State Price Agreement	Contract Start Date	5/1/2021
Title:	Gresham Ford for Ford Brand Vehicles	Contract Expiration Date	4/30/2024
Solicitation#	SPA#1659	Contract #	SPA 1659

Requirement	#	Question	Y/N	notes	guidance
279A.210(1)(a)	1	Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055, 279B.060, or 279B.085?	Yes		proceed to question 2
279A.210(1)(b)	2	Is Marion County a member of the cooperative group?	Yes		proceed to question 3
279A.210(1)(c)	3	Are there any material changes made to the terms, conditions, or prices of the original contract?	No		usable by MC

ORS 279A.200(1)(e) "Joint cooperative procurement" means a cooperative procurement in which the participating governmental bodies or the cooperative procurement group and the bodies' or group's contract requirements or estimated contract requirements for price agreements are identified.

Example: DAS Statewide Price Agreements