

Contract Review Sheet

Purchase Order #932705

PW-6691-25Title: **Shelter One - Climate Controlled Radio Equipment Enclosures**Contractor's Name: **Shelter One, Inc.**Department: **Public Works Department**Contact: **Jeniffer Scales**Analyst: **Kathleen George**Phone #: **(503) 588-5036**Term - Date From: **Execution**Expires: **December 31, 2026**Original Contract Amount: **\$ 803,646.00**Previous Amendments Amount: **\$ -**Current Amendment: **\$ -**New Contract Total: **\$ 803,646.00** Amd% **0%**Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%Source Selection Method: **20-0285 Special**CMS# **PW1656-25**

Description of Services or Grant Award

Marion County is in the process of constructing a county wide radio system to serve first responder agencies throughout Marion County. This project includes the construction of site improvements at twelve (12) new and existing radio broadcast sites: Seven (7) of these sites require the installation of new radio equipment shelters and two (2) sites require the installation of prefabricated generator shelters to accommodate the new radio system.

Competitive quotes were obtained from three producers of prefabricated steel radio enclosures in conformance with the Contract-Specific Special Procurement procedures authorized by the Marion County Contract Review Board on April 9, 2025, and Shelter One provided the lowest proposed price for the specified products.

This purchase will benefit the Marion County Sheriff's Office, METCOM 911 and other first responder agencies by accommodating the new radio system using radio towers design to withstand specified ice, wind and seismic loading without failing.

Desired BOC Session Date: **6/11/2025**Contract should be in DocuSign by: **5/21/2025**Agenda Planning Date: **5/29/2025**Printed packets due in Finance: **5/27/2025**Management Update: **5/27/2025**BOC upload / Board Session email: **5/28/2025**BOC Session Presenter(s) **Brian Nicholas**Code: **Y**

REQUIRED APPROVALS

DocuSigned by:

5/27/2025

Finance - Contracts

Date

DocuSigned by:

5/28/2025

Contract Specialist

Date

Signed by:

5/28/2025

Legal Counsel

Date

DocuSigned by:

5/28/2025

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: 6/11/2025Department: Public WorksTitle: Purchase of Prefabricated Radio Shelters for the Marion County Radio ProjectManagement Update/Work Session Date: 5/27/2025 Audio/Visual aids ☐Time Required: 5 min Contact: Brian Nicholas Phone: x7943**Requested Action:**

Approve Purchase Order 932705 with Shelter One, Inc., in the amount of \$803,646 for the purchase and delivery of seven (7) insulated, prefabricated steel radio equipment shelters and two (2) prefabricated generator shelters for the Marion County Radio Project.

Issue, Description & Background:

Marion County is in the process of constructing a county wide radio system to serve first responder agencies throughout Marion County. This project includes the construction of site improvements at twelve (12) new and existing radio broadcast sites. Seven (7) of these sites require the installation of new radio equipment shelters and two (2) sites require the installation of prefabricated generator shelters to accommodate the new radio system. Competitive quotes were obtained from three producers of prefabricated steel radio enclosures in conformance with the Contract-Specific Special Procurement procedures authorized by the Marion County Contract Review Board on April 9, 2025, and Shelter One provided the lowest proposed price for the specified products.

Financial Impacts:

The total purchase price of the nine (9) enclosures, including delivery, is \$803,646. This is a budgeted expense in the current fiscal year under CIP #22-308.

Impacts to Department & External Agencies:

This purchase will benefit the Marion County Sheriff's Office, METCOM 911 and other first responder agencies by accommodating the new radio system using radio towers design to withstand specified ice, wind and seismic loading without failing.

List of attachments:

Purchase Order 932705, signature page.

Presenter:

Brian Nicholas

Department Head Signature:

Brian Nicholas

Digitally signed by Brian Nicholas
Date: 2025.05.21 16:57:26 -07'00'



MARION COUNTY FINANCE DEPARTMENT

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

SHELTER ONE
5887 MONUMENT DRIVE
GRANTS PASS OR 97526

Purchase Order		
Purchase Order No	Revision	Page
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	Order Date / Buyer	Revised Date / Buyer
Payment Terms	Ship Via	F.O.B	
Freight Terms	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	CROOKED FINGER SHELTER		1			\$89,926
	HOUSE MOUNTAIN COMM SHELTER		1			\$126,029
	LOWER PROSPECT SHELTER		1			\$89,926
	APW COMM SHELTER		1			\$126,029
	MCCULLY MOUNTAIN RADIO TOWER		1			\$89,926
	APW GENERATOR SHELTER		1			\$58,190
	MAD CREEK SHELTER		1			\$89,926
	HOUSE MTN GENERATOR SHELTER		1			\$58,190
	SILVER FALL COMM SHELTER		1			\$75,504
Total						\$803,646

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

DocuSigned by:

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
CLIMATE CONTROLLED RADIO EQUIPMENT ENCLOSURES
PO#932705, PW-6691-25
between
MARION COUNTY and SHELTER ONE, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
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Authorized Signature:	<div style="border-left: 1px solid black; border-right: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>9793BA7ACD6D443...</small> </div>	5/27/2025
	Department Director or designee	Date

Authorized Signature:	<div style="border-left: 1px solid black; border-right: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>DC16351248DE4EC...</small> </div>	5/28/2025
	Chief Administrative Officer	Date

Reviewed by Signature:	<div style="border-left: 1px solid black; border-right: 1px solid black; padding: 2px;"> <small>Signed by:</small>  <small>60C98A6F708240B...</small> </div>	5/28/2025
	Marion County Legal Counsel	Date

Reviewed by Signature:	<div style="border-left: 1px solid black; border-right: 1px solid black; padding: 2px;"> <small>DocuSigned by:</small>  <small>A3538E7AEC704F4...</small> </div>	5/27/2025
	Marion County Contracts & Procurement	Date