

Contract Review Sheet

PW-5732-23

Purchase Order #: PW-5732-23 Amendment #: _____

Contact: Jeniffer Scales Department: Public Works Department

Phone #: (503) 588-5036 Date Sent: Tuesday, October 3, 2023

Title: Dick Hannah Chevrolet PO#921443

Contractor's Name: Dick Hannah Chevrolet

Term - Date From: Execution Expires: April 30, 2024

Original Contract Amount: \$281,106.96 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$281,106.96 Amd% 0%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# SPA1644

Description of Services or Grant Award

The purchase of 12 Chevrolet Malibus for the Health and Humans Services Department (HHS). They used to rent over 40 vehicles from the Department of Administrative Services (DAS). DAS ended their program in July 2023, requiring HHS to purchase 36 of the vehicles to continue their operations. Most of these 36 vehicles are over 10 years old, with more than 100,000 miles on them, and were not very well maintained. Health and Human Services plans on funding the replacement of these vehicles over a 3-year span. These vehicles are needed for HHS to continue providing necessary services to the community.

Desired BOC Session Date: 10/11/2023 BOC Planning Date: 9/28/2023

Files submitted in CMS: 9/20/2023 Printed packet & copies due in Finance: 9/26/2023

BOC Session Presenter(s) Dennis Mansfield

FOR FINANCE USE

Date Finance Received: 10/3/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

10/3/2023

Finance - Contracts

Date

Contract Specialist

Date

Legal Counsel

Date

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: Department: Agenda Planning Date: Time required: Audio/Visual aids Contact: Phone:

Department Head Signature:
DocuSigned by:

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TITLE	Consider approval of a purchase order for 12 Chevrolet Malibu's
Issue, Description & Background	The Health and Humans Services Department (HHS) used to rent over 40 vehicles from the Department of Administrative Services (DAS). DAS ended their program in July 2023, requiring HHS to purchase 36 of the vehicles to continue their operations. Most of these 36 vehicles are over 10 years old, with more than 100,000 miles on them, and were not very well maintained.
Financial Impacts:	Health and Human Services plans on funding the replacement of these vehicles over a 3-year span.
Impacts to Department & External Agencies	These vehicles are needed for HHS to continue providing necessary services to the community.
Options for Consideration:	<ol style="list-style-type: none"> 1. Approve the purchase order to Dick Hannah Chevrolet in the amount of \$281,106.96 to purchase 12 light duty vehicles. 2. Don't approve the purchase order to Dick Hannah Chevrolet for the purchase of 12 vehicles.
Recommendation:	It is staff recommendation to approve the purchase order to Dick Hannah Chevrolet.
List of attachments:	Purchase order to Dick Hannah Chevrolet Contract Review Sheet Signature Page PO#921443
Presenter:	Dennis Mansfield

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

Copies to:



MARION COUNTY FINANCE DEPARTMENT

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

DICK HANNAH CHEVROLET
36936 HWY 26
SANDY OR 97055

Purchase Order		
Purchase Order No	Revision	Page
921443		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 601141	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	2024 CHEVROLET MALIBU 4 DR SEDAN LS		12			281,106.96
THIS PURCHASE IS PLACED AGAINST OREGON STATE PRICE AGREEMENT#1644.						
Total						\$281,106.96

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#921443 - PW-5732-23
between
MARION COUNTY and DICK HANNAH CHEVROLET**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  _____ Date 10/3/2023
9793BA7ACD6D443...
Department Director or designee _____ Date _____

Authorized Signature: _____ Date _____
Chief Administrative Officer

Reviewed by Signature: _____ Date _____
Marion County Legal Counsel

Reviewed by Signature:  _____ Date 10/3/2023
E4592AF8CAA542C...
Marion County Contracts & Procurement _____ Date _____



Dick Hannah Chevrolet

DJ Anderson | 503-454-4960 | dj@dickhannah.com

Marion County Public Works

Prepared For: Eric Stewart

Vehicle: [Fleet] 2024 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL



\$23,421.83 Per State of Oregon Price Agreement #PO-10700-0001-2917
Includes Privilege Tax, Corporate Activity Tax, E-Plates and Delivery.



Dick Hannah Chevrolet

DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (Complete)

Price Summary

PRICE SUMMARY

	Dir Net Inv	MSRP
Base Price	W/A	W/A
Total Options	W/A	W/A
Vehicle Subtotal	W/A	W/A
Dealer Advertising Adjustment	\$0.00	W/A
Destination Charge	W/A	W/A
Grand Total	W/A	W/A

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Data Version: 19564. Data Updated: May 31, 2023 7:02:00 PM PDT.

**Dick Hannah Chevrolet**

DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Selected Model and Options

MODEL			
CODE	MODEL	Dir Net Inv	MSRP
1ZC69	2024 Chevrolet Malibu 4dr Sdn LS w/1FL	W/A	W/A

COLORS	
CODE	DESCRIPTION
GAZ	Summit White

NOTE			
CODE	DESCRIPTION	Dir Net Inv	MSRP
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT. **	W/A	W/A

EMISSIONS			
CODE	DESCRIPTION	Dir Net Inv	MSRP
NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	W/A	W/A

ENGINE			
CODE	DESCRIPTION	Dir Net Inv	MSRP
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)	W/A	W/A

TRANSMISSION			
CODE	DESCRIPTION	Dir Net Inv	MSRP
MRG	Transmission, Continuously Variable (CVT) (STD)	W/A	W/A

PREFERRED EQUIPMENT GROUP			
CODE	DESCRIPTION	Dir Net Inv	MSRP
1FL	LS Preferred Equipment Group includes standard equipment	W/A	W/A

PAINT			
CODE	DESCRIPTION	Dir Net Inv	MSRP
GAZ	Summit White	W/A	W/A

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Vehicle: [Fleet] 2024 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

SEAT TYPE

CODE	DESCRIPTION	Dir Net Inv	MSRP
A51	Seats, front bucket (STD)	W/A	W/A

SEAT TRIM

CODE	DESCRIPTION	Dir Net Inv	MSRP
H1H	Dark Atmosphere/ Medium Ash Gray, Premium cloth seat trim	W/A	W/A

RADIO

CODE	DESCRIPTION	Dir Net Inv	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	W/A	W/A

ADDITIONAL EQUIPMENT - OTHER

CODE	DESCRIPTION	Dir Net Inv	MSRP
VQ2	Fleet processing option	W/A	W/A

CUSTOM EQUIPMENT

CODE	DESCRIPTION	Dir Net Inv	MSRP
CAT	Corporate Activity Tax @0375%	W/A	\$0.00
EP	E-Plates	W/A	\$0.00
PRI	Privilege Tax	W/A	\$0.00
Options Total		W/A	W/A

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Vehicle: [Fleet] 2024 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Standard Equipment

Package

Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (TQ5) IntelliBeam, (UHY) Automatic Emergency Braking and (UKJ) Front Pedestrian Braking

Mechanical

Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)

Transmission, Continuously Variable (CVT) (STD)

Engine control, stop-start system

Axle, 5.10 final drive ratio

Front wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link, independent

Brakes, 4-wheel antilock, 4-wheel disc

Brake rotors, Duralife

Brake lining, high-performance, noise and dust performance

Brake, parking, electronic

Fueling system, capless

Fuel door, push open

Exterior

Wheels, 16" (40.6 cm) aluminum

Tires, P205/65R16 all-season, blackwall

Tire inflator kit

Headlamp control, automatic on and off

Headlamps, halogen

IntelliBeam, automatic high beam on/off (Included with (WPS) Chevy Safety Assist.)

Glass, acoustic, laminated, windshield

Mirrors, outside power-adjustable, manual-folding Black

Entertainment

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

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Vehicle: [Fleet] 2024 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Entertainment

Audio system feature, 6-speaker system

Display, 8" diagonal LCD touch screen

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Antenna, Black

Interior

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 6-way manual

Seat, rear 60/40 split-folding

Floor mats, carpeted front (Deleted when the following LPOs are ordered: PCH, PDH, RIA, VAV.)

Floor mats, carpeted rear (Deleted when the following LPOs are ordered: PCH, PDH, RIA, VAV.)

Steering wheel, 3-spoke

Steering column, tilt and telescopic

Steering wheel controls mounted controls for audio, phone and cruise

Driver Information Center, monochromatic display

Temperature display, outside

Warning indicator, front passenger seat belt

Windows, power with Express-Down on all

Door locks, power programmable

Keyless Start

Keyless Open, front doors includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, content theft alarm

Power outlet, auxiliary, 12-volt

Air conditioning, single-zone manual

Air filter, cabin

Defogger, rear-window, electric

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Dick Hannah Chevrolet

DJ Anderson | 503-454-4960 | dj@dickhannah.com

Vehicle: [Fleet] 2024 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✔ Complete)

Interior

Mirror, inside rearview manual day/night

Visors, driver and front passenger vanity mirrors, covered

Assist handle, front passenger

Lighting, interior overhead courtesy lamp dual reading lamps and illuminated trunk area

Map pocket, front passenger seatback

Trunk cargo anchors

Safety-Mechanical

StabiliTrak, stability control system with brake assist includes Traction Control

Front Pedestrian Braking (Included with (WPS) Chevy Safety Assist.)

Automatic Emergency Braking (Included with (WPS) Chevy Safety Assist.)

Braking control, ECM grade

Safety-Exterior

Daytime Running Lamps, integral to headlamps

Safety-Interior

Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)

Lane Keep Assist with Lane Departure Warning (Included with (WPS) Chevy Safety Assist.)

Following Distance Indicator (Included with (WPS) Chevy Safety Assist.)

Forward Collision Alert (Included with (WPS) Chevy Safety Assist.)

Rear Seat Reminder

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu

LATCH system (Lower Anchors and Tethers for CHildren) for child restraint seats

Door locks, rear child security

Trunk latch, safety, manual release

Tire Pressure Monitor System

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Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

3 Years of OnStar Remote Access. The OnStar Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (OnStar Remote Access Plan does not include emergency or security services. Fleet customers will get Fleet Remote Access through OnStar Vehicle Insights. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

WARRANTY

Warranty Note: <<< Preliminary 2024 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles
Maintenance Note: 1 Year/1 Visit

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