

Contract Review Sheet

PW-5618-23 (1)

Purchase Order #: PW-5618-23 Amendment #: 1

Contact: Jeniffer Scales Department: Public Works Department

Phone #: (503) 588-5036 Date Sent: Wednesday, August 2, 2023

Title: SPA Purchase of Glass Beads for Striping County Roads (PO #882868)

Contractor's Name: Potters Industries, LLC

Term - Date From: July 11, 2019 Expires: July 10, 2025

Original Contract Amount: \$525,000.00 Previous Amendments Amount: \$0.00

Current Amendment: \$525,000.00 New Contract Total: \$1,050,000.00 Amd% 100%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# SPA#9265

Description of Services or Grant Award

State of Oregon Price Agreement (SPA) #9265 for purchase of glass beads for striping County roads. PW maintains over 3,150 lineal miles of centerline and shoulder line stripes throughout Marion County and other local jurisdictions. The striping requires the application of reflective marking beads to enhance nighttime visibility for the stripes for increased safety. For FY21/22 through FY22/23, the initial Purchase Order (PO) was \$525,000. The actual amount spent for beads through FY22/23 was \$490,500.

Amendment 1 reflects the SPA extension through July 10, 2025 and doubles the PO value in order to purchase materials through FY24/25.

Desired BOC Session Date: 8/23/2023 BOC Planning Date: 8/10/2023

Files submitted in CMS: 8/2/2023 Printed packet & copies due in Finance: 8/8/2023

BOC Session Presenter(s) Scott Wilson

FOR FINANCE USE

Date Finance Received: 8/7/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

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8/7/2023
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 23, 2023

Department: Public Works

Agenda Planning Date: August 10, 2023

Time required: 5 min.

 Audio/Visual aids N/A

Contact: Scott Wilson

Phone: 503-365-3129

Department Head Signature:

DocuSigned by:

Brian Melulas

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TITLE	Consider approval of Amendment #1 to multi-year Purchase Order (PO) #882868 for the purchase of reflective marking spheres (beads) from Potters Industries, LLC.
Issue, Description & Background	Public Works maintains over 3,150 lineal miles of centerline and shoulder line stripes throughout Marion County and other local jurisdictions. The striping requires the application of reflective marking beads to enhance night time visibility for the stripes for increased safety. Purchase of the beads will use the State of Oregon Price Agreement (SPA) #9265.
Financial Impacts:	For FY21/22 through FY22/23, the initial PO amount was \$525,000. The actual amount spent for reflective beads through FY22/23 was \$490,500. The State Price Agreement has been amended to extend to July 10, 2025 and Public Works is revising the contract PO amount to \$1,050,000 to provide us the material through FY24/25.
Impacts to Department & External Agencies	The beads to be purchased are used to stripe Marion County roads as well as the roads of all of the public agencies that request striping services from Marion County.
Options for Consideration:	1. Approve PO #882868 Amdt 1 and allow continued purchasing of beads from Potters Industries. 2. Deny approval of the PO.
Recommendation:	Public Works recommends the Board of Commissioners approve the PO for purchase of beads from Potters Industries.
List of attachments:	Purchase Order Request, PO #882868, SPA and Amendments, Signature Page
Presenter:	Scott Wilson

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

Copies to: Jeniffer Scales jscales@co.marion.or.us

REQUEST FOR AUTHORIZATION OF CONTRACT PW-5618-23 (1)

Date: August 3, 2023
To: Chief Administrative Officer
Cc: Contract File
From: Chalyce MacDonald

I. Subject: Amendment Exceeds 25%

DIPS CODE: 130-40-411-4101-100205-522070

Budget Authority: Yes No

CIP: N/A

The Marion County Public Works Department is requesting approval to amend a Purchase Order (PO) as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The State Price Agreement Cooperative PO is with Potters Industries, LLC for Purchase of Glass Beads for Striping of County Roads with a value of \$525,000.00 and an additional \$525,000.00 will be added to the PO for a new total of \$1,050,000.00 upon approval.

A. BACKGROUND

In 2019, Marion County used a Cooperative State Price Agreement (SPA) to purchase materials from Potters Industries. The estimated cost of materials through the initial SPA term was \$525,000.00 from July 2019 to July 2023.

B. CURRENT AMENDMENT PURPOSE

Amendment #1 extends the purchase term to July 2025, reflecting the extension of the SPA. It would also double the funding, allowing the purchase of materials through fiscal year 2024/2025. This wasn't included in the original PO because the SPA term was previously through July 2023.

C. JUSTIFICATION

These materials are necessary for Road Operation's application of safety features to County roads. The term extension allowing us to continue purchasing these materials requires funding exceeding 25% of the initial cost.

D. BUDGET IMPACTS

1. Are the expected expenditures for the current fiscal year under the contract, including any additional funds being requested with this action, already included in the current year adopted budget? Yes No

2. If yes, amount \$ 208,250 Program / Account 522070

3. If no, describe the amount and how the anticipated expenditures will be handled within the budget:

a. Amount: \$_____

b. Managed with anticipated savings– explain why and from what costing:

c. Will require a supplemental budget request – provide the expected funding source and costing:

i. Funding Source: _____

ii. Costing: _____

Submitted by:

DocuSigned by:

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Chalyce MacDonald
Public Works Department

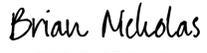
Reviewed by:

DocuSigned by:

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Contracts & Procurement

Acknowledged by:

DocuSigned by:

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Department Head

Acknowledged by:

Jan Fritz, CAO



**MARION COUNTY
FINANCE DEPARTMENT**

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

POTTERS INDUSTRIES LLC
PO BOX 90414
CHICAGO, IL 60696-0414

Purchase Order		
Purchase Order No	Revision	Page
882868		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 2377	Supplier No 507761	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	REFLECTIVE MARKING BEADS FOR STRIPING COUNTY ROADS.		1			\$525,000
	THIS PURCHASE IS PLACED AGAINST STATE PRICE AGREEMENT#9265 7/11/19 - 7/11/23.					
	AMENDMENT #2 EXTENDS CONTRACT THROUGH 7/10/25.		1			\$525,000
Total						\$1,050,000

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.

**SIGNATURE PAGE FOR
POTTERS INDUSTRIES GLASS BEADS FOR STRIPING COUNTY ROADS -
PW-5618-23
between
MARION COUNTY and**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair _____ Date _____

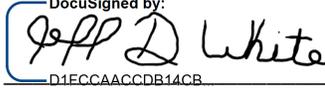
Commissioner _____ Date _____

Commissioner _____ Date _____

Authorized Signature:  8/7/2023
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Department Director or designee _____ Date _____

Authorized Signature: _____
Chief Administrative Officer _____ Date _____

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

Reviewed by Signature:  8/7/2023
D1ECCAACCD814CB
Marion County Contracts & Procurement _____ Date _____

JOINT COOPERATIVE CHECKLIST

Lead Agency:	State of Oregon	Contract Start Date	7/11/2019
Title:	Glass beads for traffic paint	Contract Expiration Date	7/10/2025
Solicitation#	9265	Contract #	SPA#9265

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



Master Blanket Purchase Order 9265

Status: 3PS - Sent

- General
- Items
- Vendor
- Routing
- Control
- Attachments(4)
- Notes
- Change Orders(3)
- Reminders
- Summary**

Header Information

Purchase Order Number:	9265	Release Number:	0	Short Description:	Glass Beads (Spheres) for use with Roadway Markings and Paint
Status:	3PS - Sent	Purchaser:	John Starrs	Receipt Method:	Quantity
Fiscal Year:	2021	PO Type:	Blanket	Minor Status:	
Organization:	Department of Administrative Services	Location:	000 - Administrator	Type Code:	
Department:	107090 - Procurement Services	Entered Date:	12/10/2020 12:20:01 AM	Discount %:	0.00%
Alternate ID:		Retainage %:	0.00%	Actual Cost:	\$0.00
Days ARO:	0	Tax Rate:			
Release Type:	Direct Release , RPA Release Allowed				
Contact Instructions:					
Invoice Method:	Three Way Match				
Print Format:					
Solicitation Enabled:	No				
Discipline Type:	Supplies				
Statewide Price Agreement Number:	9265				
DOJ Review?:					
Related OregonBuys Document:					
Mandatory?:	Yes				

Attachments

- Agency Files:**
- [PA # 9265](#)
 - [PA # 9265 - Amendment 1](#)
 - [PA # 9265 - Pricing](#)
 - [PA # 9265 Amendment 2](#)

- Agency Forms:**
- Vendor Files:**
- Vendor Forms:**

Current Org: Marion County ⇄



Vendor:

V00003664 - Potters Industries, LLC

Yvonne Harris
 P.O. Box 841
 Valley Forge, PA 19482
 US

Email: Yvonne.Harris@pottersbeads.com
 Phone: (610)651-4714
 FAX: (610)408-9723
 Id: 38364

Payment Terms: Net 30

Shipping Method:

Shipping Terms:

Freight Terms:

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to Yvonne.Harris@pottersbeads.com at	05/21/2022 06:29:23 AM
Change Order 2	Emailed to Yvonne.Harris@pottersbeads.com at	06/12/2023 03:33:02 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Integration ID(s)	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00003664	CV20005352		Potters Industries, LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 07/11/2019 **Master Blanket/Contract End Date:** 07/09/2025
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00

Invoice Information

There are no invoices.

Item Information

Approval Path:

Current Org: **Marion County**