

Contract Review Sheet

PW-5704-23 (2)

 Purchase Order #: PW-5704-23 Amendment #: 2

 Contact: Jeffer Scales Department: Public Works Department

 Phone #: (503) 588-5036 Date Sent: Monday, October 2, 2023

 Title: Fastenal - Parts, Safety Clothing, and Vending Machine Supply

 Contractor's Name: Fastenal Company

 Term - Date From: March 22, 2022 Expires: June 30, 2024

 Original Contract Amount: \$375,000.00 Previous Amendments Amount: \$0.00

 Current Amendment: \$142,000.00 New Contract Total: \$517,000.00 Amd% 38%
 Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

 Source Selection Method: 10-0400 Cooperative Cooperative# SPA#8497

Description of Services or Grant Award

Public Works orders parts, safety clothing and a supply program with vending machines from Fastenal CO. The current contract PO total is \$375,000 and this request is to increase the contract PO by \$142,000 for FY23/24 for a grand total of \$517,000. The cooperative National Association of State Procurement Officials (NASPO) contract #8497 has been amended to extend expiration date to 6/30/24.

 Desired BOC Session Date: 10/25/2023 BOC Planning Date: 10/12/2023

 Files submitted in CMS: 10/4/2023 Printed packet & copies due in Finance: 10/10/2023

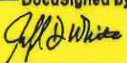
 BOC Session Presenter(s) Dennis Mansfield


FOR FINANCE USE

 Date Finance Received: 10/2/2023 Date Legal Received: _____

 Comments: Y 7

REQUIRED APPROVALS

 DocuSigned by:

90EC84E244DE43D
 Finance - Contracts 10/10/2023
 Date

 DocuSigned by:

EC27CEB8C3DC4C3
 Contract Specialist 10/12/2023
 Date

 DocuSigned by:

D0CEC5B04B9E483
 Legal Counsel 10/11/2023
 Date

 DocuSigned by:

DC16351248DE4EC
 Chief Administrative Officer 10/11/2023
 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 10/25/23

Department: Public Works Agenda Planning Date: 10/17/23 Time required: 5 min

 Audio/Visual aids

Contact: Michael Pierce Phone: 503-365-3196

 Department Head Signature:
DocuSigned by:
 Brian Nicholas
9793BA7ACD6D443...
TITLE

Consider approval of contract PO #902305 with Fastenal Company. for safety clothing, parts, and operational supplies.

Issue, Description & Background

Public Works orders parts, safety clothing and a supply program with vending machines from Fastenal Company. The current contract PO total is \$375,000 and this request is to increase the contract PO by \$142,000 for FY23/24 for a grand total of \$517,000. The cooperative National Association of State Procurement Officials (NASPO) contract #8497 has been amended to extend expiration date to 6/30/24.

Financial Impacts:

The local vendor is on a cooperative pricing agreement (NASPO) #8497, which expires on 6/30/2024

Impacts to Department & External Agencies

There are no impacts to other departments or external agencies.

Options for Consideration:

1. Approve Contract PO#902305, in the amount of \$517,000 with Fastenal Company.
2. Take no action at this time.

Recommendation:

Public Works recommends that the Board approves option # 1 and approve the Contract PO #902305 in the amount of \$517,000 with Fastenal Company.

List of attachments:

1. Contract Review Sheet
2. Purchase Order #902305
3. Purchase Order Request
4. Board agenda form
5. Signature Page

Presenter:

Dennis Mansfield

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

Copies to:

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

REQUEST FOR AUTHORIZATION OF CONTRACT PW-5704-23

Date: 10/03/24
To: Chief Administrative Officer
Cc: Contract File
From: Jeniffer Scales

I. Subject: Amendment Exceeds 25%

DIPS CODE: 130-4210-141000

Budget Authority: Yes No

The Marion County Public Works Department is requesting approval to amend a contract as described in Section 20-0265, 20-0270, 30-0320, 40-0160, and 40-0910 of the Marion County Public Contracting Rules. The contract is with Fastenal Company for parts, safety clothing and supplies with a value of \$375,000 and an additional \$142,000 will be added to the contract for a new contract total of \$517,000.00 upon approval.

A. BACKGROUND

Public Works orders parts, safety clothing and a supply program with vending machines from Fastenal Company. The current contract PO total is \$375,000 and this request is to increase the contract PO by \$142,000 for FY23/24 for a grand total of \$517,000. The cooperative National Association of State Procurement Officials (NASPO) contract #8497 has been amended to extend the expiration date to 6/30/24.

B. CURRENT AMENDMENT PURPOSE

The NASPO contract has been amended to extend the expiration date to 6/30/24. Our monthly expenditures for the last fiscal year averaged about \$16,000 per month. We are anticipating spending about \$12,000 a month for the fiscal year 2023/2024.

C. JUSTIFICATION

The contract we are using (NASPO#8497) has been amended to extend the expiration date to 6/30/24.

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's adopted budget? Yes No
2. If yes, amount \$ \$142,000 Program / Account 4210 / 141000

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

a. Amount: \$ [REDACTED]


b. Managed with anticipated savings— explain why and from what costing:
[REDACTED]

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

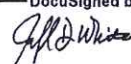
i. Funding Source: [REDACTED]

ii. Costing: [REDACTED]


Submitted by:


Jennifer Scales
Public Works Department

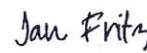
Reviewed by:

DocuSigned by:

90FC84E244DF43D
Contracts & Procurement

Acknowledged by:

DocuSigned by:

9793BA7ACD8D443
Department Head

Acknowledged by:

DocuSigned by:

DC16351248DF4EC
Jan Fritz, CAO



MARION COUNTY
FINANCE DEPARTMENT
 PO Box 14500
 555 Court St NE #4247
 Salem, OR 97309-5036

Purchase Order		
Purchase Order No	Revision	Page
902305	2	1
Ship To:		
Marion County Public Works 5155 Silverton Rd Salem, OR 97305 United States		
Bill To:		
Marion County Public Works 5155 Silverton Rd Salem, OR 97305 United States		

FASTENAL CO
 PO BOX 1286
 WINONA, MN 55987-0978 United States

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer
	502955	23-MAR-22 J Scales	26-APR-23 J Scales
Payment Terms	Ship Via	F.O.B	
Immediate	Best method	Destination	
Freight Terms	Request Or Deliver To	Confirm To / Telephone	
Prepaid		()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	Purchase Agreement Effective From: 13-APR-22 To: 30-JUN-24				Amount Agreed:	\$375,000.00
	SPA was amendment to extend through 6/30/24. Adding funds FY23/24 Parts & Supplies.					\$142,000

Total 517,000.00

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to involved 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
PW-5704-23
between
MARION COUNTY and FASTENAL COMPANY**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Brian Melchias
9793BA7ACD6D443 10/11/2023
Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz
DC16351248DE4EC... 10/11/2023
Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:
Jane E Vetto
D0CEC5B04B9E483... 10/11/2023
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
Jill White
90EC84E244DF43D... 10/10/2023
Marion County Contracts & Procurement Date

Jeniffer Scales

From: Dennis Mansfield
Sent: Wednesday, April 26, 2023 2:09 PM
To: Jeniffer Scales
Subject: RE: Fastenal PO#910268

Approved.

Dennis

From: Jeniffer Scales <JScales@co.marion.or.us>
Sent: Wednesday, April 26, 2023 2:02 PM
To: Dennis Mansfield <DMansfield@co.marion.or.us>
Subject: Fastenal PO#910268

We are getting close to the \$300,000 amount on our PO with Fastenal that we received Board approval for. The SPA originally expired 6/30/23 but it has been extended through 6/30/24. We will need to add more funds to carry us through this fiscal year and next year.

Fiscal year 22/23 through March of 2023 we have spent \$149,000.

Approval requested to increase contract PO#902305 and standard PO#910268 by 25%, \$75,000, for a total of \$375,000.




OREGON

Jeniffer Scales | Contracts Specialist

Administration Division

Marion County Public Works

 jscales@co.marion.or.us

 (503) 588-5594 (office)



Contract Review Sheet

902305

Purchase Order #: 902305 Amendment #: _____

Contact: Tim Beaver

Department: Public Works

Phone #: 503-365-3100

Date Sent: Wednesday, March 23, 2022

Title: PO # 902305 for Fastenal Co.

Contractor's Name: Fastenal Co.

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

Contract Total: \$ 300,000.00 Amendment: \$ _____ - New Total: \$ 300,000.00

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: Cooperative Procurement Cooperative # SPA 8497

Description of Services or Grant Award

Purchase of safety clothing, parts, and operational supplies from execution date to June 30, 2023. Current purchase order, #900271, has reached it's not-to-exceed amount of \$99,000.

Desired BOC Session Date: April 13, 2022

BOC Planning Date: March 31, 2022

Completed packet and all copies due in finance by noon on: Wednesday, March 23, 2022

FOR FINANCE USE

Date Finance Received: _____

Date Legal Received: 3/24/22

Comments: _____

REQUIRED APPROVALS

Finance - Contracts	Date	Risk Manager	Date
<u>Jane E. Vetto</u>	<u>3/29/22</u>	<u>Jan Fref</u>	<u>4/12/22</u>
Legal Counsel	Date	Chief Administrative Officer	Date

Date _____ To be filed Added to Finance Table

Date _____ Returned to department for signature



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: April 13, 2022

Department: Public Works Agenda Planning Date: March 31, 2022 Time required: 5 min.

Audio/Visual aids: [X] PowerPoint

Contact: Jason Sykes Phone: 503-365-3196

Department Head Signature: [Handwritten Signature]

TITLE

Consider approval of contract Purchase Order (PO) #902305 with Fastenal Co. for safety clothing, parts, and operational supplies.

Issue, Description & Background

Public Works has recently implemented a new safety clothing and supply program, which has caused an increased demand for purchasing. In addition, when routinely comparing prices between Fastenal Co. and other vendors who supply the required products, it was noted that Fastenal Co. was often, and in some cases significantly, cheaper than the other vendors used by the department. While not increasing purchasing overall, this has resulted in more of the required goods being purchased from Fastenal Co.

This request will allow for anticipated purchases up to \$300,000 through June 30, 2023. The current purchase order, #900271, with Fastenal Co., which was established using cooperative National Association of State Procurement Officials (NASPO) contract #8497, is nearing its Not-to-Exceed (NTE) limit of \$99,000.

Financial Impacts:

The local vendor is on a cooperative pricing agreement, increased customer service, increased administrative efficiency, and reduced risk of potential accidents in the field for Public Works employees.

Impacts to Department & External Agencies

There are no impacts to other departments and external agencies.

Options for Consideration:

- 1. Approve Purchase Order #902305, in the amount of \$300,000, with Fastenal Co.
2. Take no action at this time.

Recommendation:

It is the recommendation of the Public Works Department that the Board chooses option 1 and approve Purchase Order #902305, in the amount of \$300,000, with Fastenal Co.

List of attachments:

- 1. Contract Review Sheet
2. Purchase Order #902305
3. Approved PO request form
4. NASPO ValuePoint Master Agreement #8497 and Amendments 1-7
5. Oregon Participating Addendum #8497 and Amendments 1-3

Sender:

Dennis Mansfield

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



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

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

Purchase Order		
Purchase Order No	Revision	Page
902305	1	1
Ship To:		
Marion County Public Works 5155 Silverton Rd Salem, OR 97305 United States		
Bill To:		
Marion County Public Works 5155 Silverton Rd Salem, OR 97305 United States		

FASTENAL CO
PO BOX 1286
WINONA, MN 55987-0978 United States

Customer Acct No	Supplier No 502955	Order Date / Buyer 23-MAR-22 K Alejandre	Revised Date / Buyer 24-MAR-22 K Alejandre
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	Purchase Agreement Effective From: 13-APR-22 To: 30-JUN-23				Amount Agreed:	\$300,000.00
Total						\$300,000.00

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:

Camber Schleg
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.

PURCHASE ORDER #902305
FASTENAL COMPANY
MARION COUNTY SIGNATURE PAGE

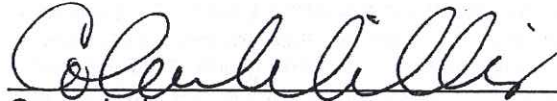
BOARD OF COMMISSIONERS:



4-13-2022

Chair

Date



4/13/2022

Commissioner

Date



4.13.2022

Commissioner

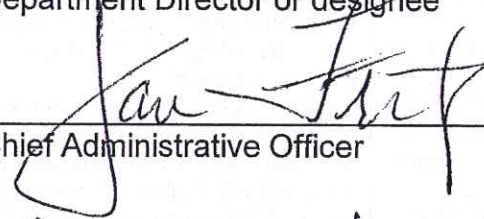
Date

Authorized Signature: 

2/24/22

Department Director or designee

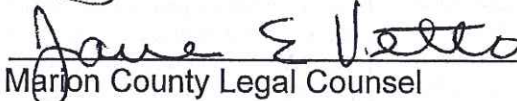
Date

Authorized Signature: 

4/12/22

Chief Administrative Officer


Date

Reviewed by Signature: 

3/29/22

Marion County Legal Counsel

Date

Reviewed by Signature: 

3/24/22

Marion County Contracts & Procurement

Date

Purchase Request: Instructions

About the Form:

A Purchase Request is used when ordering goods or services from a supplier. Once the Purchase Request is completed, it is sent to the Contracts or Accounting Specialist.

Signature Authority Thresholds (no contract)

1. PO's up to \$5,000 anyone with a "manager" title may approve.
2. PO's \$5,000.01 - \$50,000 must have a Department Head or Division Director approval.
3. PO's \$50,000.01 to \$100,000 must have CAO approval
4. PO's \$100,000.01 or greater must have Board of Commissioners approval

Note: The Purchase approval limits are for Standard Purchase Orders not requiring a contract (e.g cooperative agreements or solicitations for goods). Please consult with your department if approval limits are more restrictive.

Outline of Process:

Contract Administrator (CA) Responsibilities

1. CA or Manager identifies required specification and selects appropriate supplier to provide the goods or services.
2. CA or Manager completes the Purchase Request Form and attaches any supporting documents for the purchase of goods/or services.
3. CA Provides the Contracts Specialist (or designee) with the signed Purchase Request Form with supporting documentation (email, quotes, proposals etc.)
4. Contract Specialist (or designee) obtains appropriate signature authority thresholds. If the CAO is required to sign, send Purchase Request Form to the Finance Department. For purchases of good that require Board of Commissioners approval, follow the Contract Review Process.
5. Supplier provides services or ships goods to the department. CA will verify Goods/ or Services are accepted as agreed.

Program Manager Responsibilities

1. Program Manager verifies budget and funding code, and purchasing authority is accurate.

Contracts or Accounting Specialist

1. Typical turnaround time for a Standard Purchase order (no contract) is 24 hours, provided the above criteria (appropriate signature and budget verification) are met.
2. Creates Purchase order, attaching authorized Purchase Request form with supporting documentation and submits for approval.

Instructions for Completing the Form:

1. Date of Request
2. Company name, address and phone numbers
3. Description: Add description of goods to be purchased, including the date to be delivered. For services, attach the Statement of Work form.
4. Attach the Vendor's quote.
5. Attach copy of cooperative agreement; when applicable.
6. Signature based on signature authority thresholds.

Amendments to Purchase Orders:

Follow the same process outlined above. In the Description field add, "Amendment PO _____."