

Contract Review Sheet

PW-5623-23

Purchase Order #: PW-5623-23 Amendment #: _____

Contact: Jeniffer Scales Department: Public Works Department

Phone #: (503) 588-5036 Date Sent: _____

Title: Skid Steer Loader

Contractor's Name: Brim Tractor

Term - Date From: August 23, 2023 Expires: June 30, 2024

Original Contract Amount: \$165,026.00 Previous Amendments Amount: _____

Current Amendment: \$0.00 New Contract Total: \$0.00 Amd% _____

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# JCB-020223

Description of Services or Grant Award

Skid Steer Loader along with the asphalt planer, grapple bucket, pickup sweeper, and 4-in-1 bucket attachments will provide year-round utilization supporting small scale pavement repairs, debris removal, bridge and guardrail repairs throughout the County. PO amount for the Skid Steer Loader is \$165,026.00 and awarded through Sourcewell Cooperative #JCB 020223. Funding is approved by CE #24-321 for the purchase of the equipment.

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) _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

 B1FCGAAG6BB14GB... 8/8/2023

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: 8/23/23

Department: Public Works Agenda Planning Date: 8/10/23 Time required: 5 min

Audio/Visual aids: [x] PowerPoint

Contact: Scott Wilson Phone: 503-365-3129

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

TITLE: Consider approval of PO #920624 to Brim Tractor for the purchase of a Skid Steer Loader with attachments

Issue, Description & Background: Public Works utilizes a diversified fleet of heavy and medium equipment types to perform its road maintenance tasks. The Skid Steer Loader along with the asphalt planer, grapple bucket, pickup sweeper, and 4-in-1 bucket attachments will provide year-round utilization supporting small scale pavement repairs, debris removal, bridge and guardrail repairs throughout the County.

Financial Impacts: For FY 2023/2024 the PO amount for the Skid Steer Loader is \$165,026.00 and awarded through Sourcewell Cooperative. Funding is approved by CE #24-321 for the purchase of the equipment.

Impacts to Department & External Agencies: This purchase is essential to replace our existing 23 year old front end loader OPW054 that has surpassed its useful life.

Options for Consideration: 1. Approve PO#920624 to Brim Tractor for the purchase of a Skid Steer Loader with attachments 2. Withhold approval of PO#920624.

Recommendation: Public Works recommends that the Board approves option # 1 and approve the Purchase Order to Brim Tractor for the purchase of a Skid Steer Loader with attachments

List of attachments: 1. Contract Review Sheet 2. Purchase Order #920624 3. Approved Purchase Order Request Form 4. Board agenda form 5. 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



**MARION COUNTY
FINANCE DEPARTMENT**

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

BRIM TRACTOR
4720 RIDGE DR NE
SALEM OR 97303

| Purchase Order | | |
|--|----------|------|
| Purchase Order No | Revision | Page |
| 920624 | | 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 MC5155 | Supplier No 546083 | 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#24-321 JCB - 3TS-8T TELESKID LOADER WITH 450MM WIDE RUBBER TRACK, EH CONTROLS WITH 7 JOY STICKS, SMOOTH RIDE SYSTEM, ATTACHMENT LEVELING SYSTEM, POWER QUICK HITCH, 2 SPEED, DUAL PATTERN CONTROLS, HI-FLOW HYDRAULICS WITH CREEP SPEED. THIS PURCHASE IS PLACED AGAINST SOURCEWELL CONTRACT#JCB 020223 | | 1 | | | \$165,026 |
| Total | | | | | | \$165,026 |

| | |
|---|---|
| <p>INSTRUCTIONS TO VENDOR</p> <ol style="list-style-type: none"> 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. | <p>Note : Please notify department contact (above) for all inquiries regarding this Purchase Order</p> <p>Authorized By: _____ MARION COUNTY PURCHASING NOT VALID Unless Signed By Purchasing</p> |
|---|---|

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 #920624**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Brian Melodas
9793BA7ACD6D443... 8/8/2023
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
Jeff D White
D1FCCAACEDB14CB... 8/8/2023
Marion County Contracts & Procurement Date

Quote



Lynden, Mt.Vernon, Pacific, Chehalis, Rainier, Salem, & Eugene



BRIM 4720 Ridge Drive NE Salem, OR 97301

Quoted To:
Marion County Public Works Department
Attn: Eric Stewart
5155 Silverton Road NE
Salem, OR 97305
503-365-3161

July 27, 2023
PO#:
Rich Schwabauer
503-510-4343
rich.schwabauer@brimtractor.com

| QTY | MAKE | MODEL | DESCRIPTION | LIST PRICE | SOURCEWELL PRICE |
|-----|------|---------|---|---------------|------------------|
| 1 | JCB | 8722 | 3TS-8T Teleskid Loader | \$ 119,935.00 | \$ 107,060.00 |
| | | | Includes: 450MM Wide Rubber Track, EH Controls with 7 Joy Sticks, SRS (Smooth Ride System) Attachment Leveling System, Power Quick Hitch, 2 Speed, Dual Pattern Controls, Hi-Flow Hydraulics with Creep Speed | | |
| | | | | \$ - | |
| 1 | JCB | 881D312 | 84" 4-in-1 Bucket with Cutting Edge | \$ 8,569.00 | \$ 7,760.00 |
| 1 | JCB | 881U691 | 84" Light Duty High Capacity Bucket with Cutting Edge | \$ 3,792.00 | \$ 3,434.00 |
| 1 | JCB | 881U202 | 84" Heavy Duty Brush Grapple | \$ 8,157.00 | \$ 7,387.00 |
| 1 | JCB | 881U610 | 24" Cold Planner | \$ 34,091.00 | \$ 30,336.00 |
| 1 | JCB | 881U249 | 84" Pick-Up Sweeper | \$ 9,992.00 | \$ 9,049.00 |
| | | | | \$ - | \$ - |
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SUBTOTAL \$ 165,026.00

| Special Instructions |
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| Discounted pricing in accordance with Sourcewell contract, using ID#: 5253 |
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TOTAL \$ 165,026.00

Purchaser's Signature: _____

Date: _____

INTERSTATE COOPERATIVE CHECKLIST

| | | | |
|---------------|---|--------------------------|------------|
| Cooperative: | Sourcewell #JCB 020223 | Contract Start Date | 4/10/2023 |
| Title: | Medium Duty & Compact Construction Equipment w/attachments | Contract Expiration Date | 4/17/2027 |
| Solicitation# | RPF 020223 | Contract # | JCB 020223 |

| Requirement | # | Question | Y/N | notes | guidance |
|----------------|---|--|-----|-------|-----------------------|
| 279A.220(1)(a) | 1 | Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055 or 279B.060? | Yes | | proceed to question 2 |
| 279A.220(1)(b) | 2 | Does the solicitation allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original solicitation? Upload the document or relevant pages into CMS and note in column G where this information can be found. | Yes | | proceed to question 3 |
| 279A.220(1)(b) | 3 | Does the original contract allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original contract? Upload the document or relevant pages into CMS and note in column G where this information can be found. | Yes | | proceed to question 4 |
| 279A.220(2)(a) | 4 | Is Marion County specifically listed in the solicitation OR is Marion County a member of the cooperative group? Attach in CMS or link to demonstration of membership. | Yes | | proceed to question 5 |
| 279A.220(2)(a) | 5 | Was the solicitation advertised in Oregon? Upload the advertisement document into CMS. | Yes | | usable by MC |
| 279A.220(2)(b) | 6 | Has Marion County advertised a notice of intent to establish a contract under the cooperative? | No | | usable by MC |

ORS 279A.200 (1)(d) "Interstate cooperative procurement" means a permissive cooperative procurement in which the administering contracting agency is a governmental body, domestic or foreign, that is authorized under the governmental body's laws, rules or regulations to enter into public contracts and in which one or more of the participating governmental bodies are located outside this state.

Examples: OMNIA Partners, Sourcewell, HGAC, NCPA



Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and JCB, Inc., 2000 Bamford Blvd., Pooler, GA 31322 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Medium Duty and Compact Construction Equipment with Related Attachments from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS
Sourcewell; Bid Location Staples, MN, Todd County; Due 02/02/2023 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/7/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 7th DAY OF December, 2022

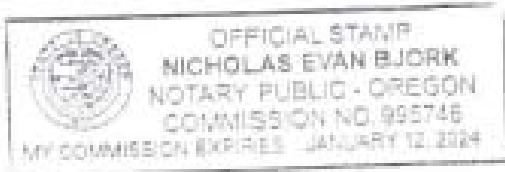
SEE EXHIBIT A

Michelle A Ropp

Michelle Ropp

N. Bjork

Notary Public-State of Oregon



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12178468
Client Reference No:

EXHIBIT A

**SOURCEWELL
MEDIUM DUTY AND COMPACT
CONSTRUCTION EQUIPMENT WITH
RELATED ATTACHMENTS
Proposals due 4:30 pm,
February 2, 2023
REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Dec. 7, 2022. 12178468