



**Marion County**  
OREGON  
FINANCE DEPARTMENT

# Contract Review Sheet

**PO-910286**

Purchase Order #: PO-910286 Amendment #: \_\_\_\_\_

Contact: Jeniffer Scales Department: Public Works

Phone #: 503-588-5594 Date Sent: Tuesday, July 19, 2022

Title: Purchase order for Class 8 Dump Truck with Plow and Sander

Contractor's Name: Premier Truck Group

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

Contract Total: \$296,821 Amendment: \$ - New Total: \$ 296,821.00

Incoming Funds  Federal Funds  Reinstatement  Retroactive  Amendment greater than 25%

Source Selection Method: Cooperative Procurement Cooperative # SPA 1640

**Description of Services or Grant Award**

Purchase order for the purchase of a Class 8 Dump Truck with Plow and Sander.

Desired BOC Session Date: 8/10/2022 BOC Planning Date: 7/28/2022

Files submitted in CMS: 7/20/2022 Printed packet & copies due in Finance: 7/26/2022

BOC Session Presenter(s) Scott Wilson

**FOR FINANCE USE**

Date Finance Received: 7/21/2022 Date Legal Received: \_\_\_\_\_

Comments: Y

**REQUIRED APPROVALS**

\_\_\_\_\_  
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: 8/10/22

Department: Public Works

Agenda Planning Date: 7/28/22

Time required: 5 min

[X] Audio/Visual aids PowerPoint

Contact: Scott Wilson

Phone: 503-365-3129

Department Head Signature:

TITLE

Consider approval of PO #910286 to Premier Truck Group for the purchase of a 2024 Class 8 Truck with plow and sander.

Issue, Description & Background

Public Works utilizes a diversified fleet of heavy and medium equipment types to perform its road maintenance tasks. The dump truck will provide year-round utilization supporting maintenance and operation tasks for gravel roads, road shoulders, ditch maintenance, debris removal, pavement repairs and chip seals. In addition, the truck will be outfitted with snow plow and sander in preparation for snow and ice control during the winter months.

Financial Impacts:

For FY 2022/2023 the PO amount for the Dump Truck is \$296,821.00 and awarded through the Oregon State Pricing Agreement Cooperative #1640. Funding is approved by CE #23-307 for the purchase of the equipment.

Impacts to Department & External Agencies

This purchase is essential to replace equipment that has surpassed its useful life and will be replacing our existing 1993 Class 8 Dump Truck.

Options for Consideration:

- 1. Approve PO #910286 to Premier Truck Group for the purchase of a 2024 Class 8 Truck with plow and sander.
2. Withhold approval of PO #910286 to Premier Truck Group for the purchase of truck.

Recommendation:

Public Works recommends that the Board approves option # 1 and approve the Purchase Order to Premier Truck Group for the purchase of the 2024 Class 8 Truck with plow and sander.

List of attachments:

- 1. Contract Review Sheet
2. Purchase Order # 910286
3. Approved Purchase Order Request Form
4. Board agenda form

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

PREMIER TRUCK GROUP  
PO BOX 840827  
DALLAS TX 75284

Purchase Order		
Purchase Order No	Revision	Page
910286		1
<b>Ship To:</b> MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		
<b>Bill To:</b> MARION COUNTY PUBLIC WORKS 5155 SILVERTON RD NE SALEM OR 97305		

Customer Acct No	Supplier No 597374	Order Date / Buyer 19-JUL-22 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#23-307 CLASS 8 DUMP TRUCK WITH PLOW AND SANDER  THIS PURCHASE IS PLACED AGAINST STATE OF OREGON SOLICITATION # AND/OR PRICE AGREEMENT #1640.		1			\$296,821.00
<b>Total</b>						\$296,821.00

**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.

PURCHASE ORDER #910286  
PREMIER TRUCK GROUP  
MARION COUNTY SIGNATURE PAGE

BOARD OF COMMISSIONERS:

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date



## Jeniffer Scales

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**From:** Dennis Mansfield  
**Sent:** Monday, July 18, 2022 9:37 AM  
**To:** Eric Stewart; Jason Sykes  
**Cc:** Jeniffer Scales; Scott W. Wilson  
**Subject:** RE: PO Request CE# 23-307 2024 Freightliner Dump Truck with plow and sander

Approved for \$296,821. CE # 23-307

Scott, another suit/tie opportunity for you. Board Session paperwork will need to be filled out.

Thanks,  
Dennis

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**From:** Eric Stewart <EStewart@co.marion.or.us>  
**Sent:** Monday, July 18, 2022 8:55 AM  
**To:** Dennis Mansfield <DMansfield@co.marion.or.us>; Jason Sykes <JSykes@co.marion.or.us>  
**Cc:** Jeniffer Scales <JScales@co.marion.or.us>; Scott W. Wilson <SWWilson@co.marion.or.us>  
**Subject:** RE: PO Request CE# 22-307 2024 Freightliner Dump Truck with plow and sander

Dennis,

Yes, it's supposed to be 23-307. That's a typo on my part, sorry about that.

Thank you,

Eric

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**From:** Dennis Mansfield <DMansfield@co.marion.or.us>  
**Sent:** Monday, July 18, 2022 8:52 AM  
**To:** Jason Sykes <JSykes@co.marion.or.us>  
**Cc:** Eric Stewart <EStewart@co.marion.or.us>; Jeniffer Scales <JScales@co.marion.or.us>; Scott W. Wilson <SWWilson@co.marion.or.us>  
**Subject:** RE: PO Request CE# 22-307 2024 Freightliner Dump Truck with plow and sander

Jason/Eric,

Can you please confirm this is for CE # 23-307, not 22-307?

Thanks,  
Dennis

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**From:** Jason Sykes <JSykes@co.marion.or.us>  
**Sent:** Wednesday, July 13, 2022 4:45 PM  
**To:** Dennis Mansfield <DMansfield@co.marion.or.us>  
**Cc:** Eric Stewart <EStewart@co.marion.or.us>; Jeniffer Scales <JScales@co.marion.or.us>; Scott W. Wilson <SWWilson@co.marion.or.us>  
**Subject:** Fwd: PO Request CE# 22-307 2024 Freightliner Dump Truck with plow and sander

Hi Dennis,

Attached is an approved PO in amount of \$296,821.00 for your review and approval.

Thank you

Jason

Get [Outlook for iOS](#)

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**From:** Eric Stewart <[Estewart@co.marion.or.us](mailto:Estewart@co.marion.or.us)>

**Sent:** Wednesday, July 13, 2022 3:34:40 PM

**To:** Jason Sykes <[JSykes@co.marion.or.us](mailto:JSykes@co.marion.or.us)>

**Cc:** Jeniffer Scales <[JScales@co.marion.or.us](mailto:JScales@co.marion.or.us)>

**Subject:** PO Request CE# 22-307 2024 Freightliner Dump Truck with plow and sander

Jason,

For your review and approval. PO request for a Freightliner Dump Truck with plow and sander.

Thank you,



OREGON

**Eric Stewart | Fleet Specialist**  
**Fleet, Marion County Public Works**



[estewart@co.marion.or.us](mailto:estewart@co.marion.or.us)

(503) 365-3161 (office)



Prepared for:  
Brent Lutz  
DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
1225 Ferry Street SE U140  
Salem, OR 97301  
Phone: 971-719-3436



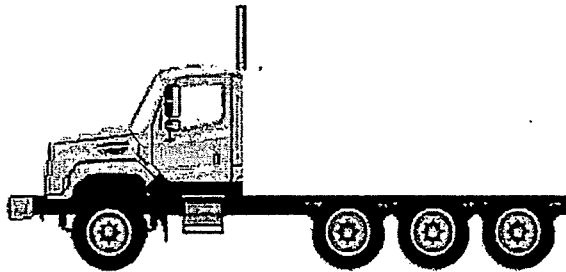
Prepared by:  
Dylan Dripps  
PREMIER TRUCK GROUP OF  
PORTLAND  
9622 N.E. VANCOUVER WAY  
PORTLAND, OR 97211  
Phone: 503-283-0345

*A proposal for Marion County through*  
**DEPARTMENT OF ADMINISTRATIVE SERVICES PA1640**

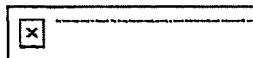
*Prepared by*  
**PREMIER TRUCK GROUP OF PORTLAND**  
*Dylan Dripps*

*Jul 13, 2022*

**2023 Freightliner 114SD Automatic**  
**Base 114SD Price \$95,783.00**  
**Options to Base \$54,525.00 Less 12% = \$47,982.00**  
**Add 2024 Model Year Increase \$5,400.00**  
**Less Additional PTG Discount (\$5,952.00)**  
**Add Pioneer Dump Body Package \$90,685.00**  
**Add Plow option 2 \$19,955.00**  
**Add sander \$35,349.00**  
**Add Pre-Wet System \$7,518.00**  
**Your Package Cost \$296,821.00**



Components shown may not reflect all spec'd options and are not to scale





# Master Blanket Purchase Order PO-10700-00004663

Status: 3PS - Sent

General Items Vendor Routing Control Attachments(5) Notes(1) Change Orders(2) Reminders Summary

## Header Information

<b>Purchase Order Number:</b>	PO-10700-00004663	<b>Release Number:</b>	0	<b>Short Description:</b>	Fleet Vehicles - Freightliner Brand
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Brent L Lutz	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2023	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	Department of Administrative Services				
<b>Department:</b>	107090 - Procurement Services	<b>Location:</b>	001 - Commodities & Construction	<b>Type Code:</b>	
<b>Alternate ID:</b>		<b>Entered Date:</b>	11/10/2021 10:02:05 AM		
<b>Days ARO:</b>	0	<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Release Type:</b>	Direct Release , RPA Release Allowed				
<b>Contact Instructions:</b>		<b>Tax Rate:</b>		<b>Actual Cost:</b>	\$0.00
<b>Invoice Method:</b>	Three Way Match				
<b>Print Format:</b>					
<b>Solicitation Enabled:</b>	No				
<b>Discipline Type:</b>	Supplies				
<b>Statewide Price Agreement Number:</b>	1640				
<b>Contract Expiration Date:</b>					
<b>DOJ Review?:</b>	Yes				
<b>DOJ Request Date:</b>					
<b>DOJ Approval Date:</b>	11/12/2021				
<b>Attorney Name:</b>	Marc Bocci				
<b>Related OregonBuys Document:</b>					
<b>Mandatory?:</b>	Yes				
<b>Notes:</b>	Mandatory use				

## Attachments

**Agency Files:**

- PA1640
- PA 1640 Exhibit A revised Assignment and Assumption

Current Org: Marion County



Agency Forms:

Vendor Files:

Vendor Forms:

Reminder List

Due Date	Comment	Remind Whom	Days Prior to Remind	Date Completed	Date Entered	Entered By
04/30/2023	Expiration	Brent L Lutz	5		05/12/2022 03:51:05 PM	Brent L Lutz
04/30/2023	Expiration	Brent L Lutz	30		05/12/2022 03:51:35 PM	Brent L Lutz
04/30/2023	Expiration	Brent L Lutz	60		05/12/2022 03:52:04 PM	Brent L Lutz

Primary Vendor Information & PO Terms

**Vendor:** V00019821 - Premier Truck Group of Oregon  
 Dylan Dripps  
 9622 NE Vancouver Way  
 Portland, OR 97211  
 US  
 Email: DDripps@Premiertruck.com  
 Phone: (503)283-0345  
 Id: 105594

**Payment Terms:** Net 30

**Shipping Method:**

**Shipping Terms:** F.O.B., Destination

**Freight Terms:** Freight Allowed

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Change Order 1	Emailed to DDripps@Premiertruck.com at 05/23/2022 07:08:50 AM	05/23/2022 07:44:07 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Integration ID(s)	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00019821	1872552435		Premier Truck Group of Oregon	Email	Active

Master Blanket/Contract Controls

**Master Blanket/Contract Begin Date:** 11/15/2021      **Master Blanket/Contract End Date:** 04/30/2023  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
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Current Org: Marion County ⇄



ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$0.00	\$0.00
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### Invoice Information

There are no invoices.

### Item Information

### Approval Path:

There are no approval paths found for this purchase order.

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OREGON\_OREGON\_AWS\_PROD\_BUYSPED\_2\_bso