



Marion County  
OREGON  
FINANCE DEPARTMENT

# Contract Review Sheet

PO#910297

Purchase Order #: 910297 Amendment #: \_\_\_\_\_

Contact: Jeniffer Scales Department: Public Works

Phone #: 503-588-5594 Date Sent: Tuesday, September 13, 2022

Title: PO 910297 with Withnell Dodge for 14 light duty fleet vehicles

Contractor's Name: Withnell Dodge

Term - Date From: Execution Expires: Receipt of vehicles

Contract Total: \$ 627,261.00 Amendment: \$ - New Total: \$ 627,261.00

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: Cooperative Procurement Cooperative # Oregon SPA 1651

Description of Services or Grant Award

Purchase of 14 light-duty fleet vehicles from State of Oregon price agreement 1651. PW-5029-22

Desired BOC Session Date: 10/5/2022 BOC Planning Date: 9/22/2022

Files submitted in CMS: 9/14/2022 Printed packet & copies due in Finance: 9/20/2022

BOC Session Presenter(s) Dennis Mansfield

## FOR FINANCE USE

Date Finance Received: 9/14/2022 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: October 5th, 2022

Department: Public Works

Agenda Planning Date: Sep 29th, 2022

Time required: 10

☐ Audio/Visual aids

Contact: Dennis Mansfield

Phone: 503-365-3111

Department Head Signature:

*Ben Stahl*

**TITLE**

Purchase of 14 Light Duty Fleet Vehicles

Issue, Description & Background

Light duty fleet vehicles are replaced annually based on set criteria related to the age of the vehicle, maintenance costs, mileage driven and reliability. One of the fourteen vehicles is an additional vehicle for the Sheriff's Office LEAD program.

Financial Impacts:

The Consolidated Fleet Fund, funds the replacement of the vehicles. Departments pay a monthly lease rate for their vehicles which pays for the replacement, outfitting and maintenance of the vehicle.

Impacts to Department & External Agencies

Having light duty vehicles on a replacement schedule optimizes replacement time, saving money and provides reliable vehicles to county departments.

Options for Consideration:

1. Approve the purchase order to Withnell Dodge in the amount of \$627,261 to purchase 14 light duty vehicles.
2. Don't approve the purchase order to Withnell Dodge for the purchase of 14 vehicles.

Recommendation:

It is staff recommendation to approve the purchase order to Withnell Dodge.

List of attachments:

Purchase order to Withnell Dodge

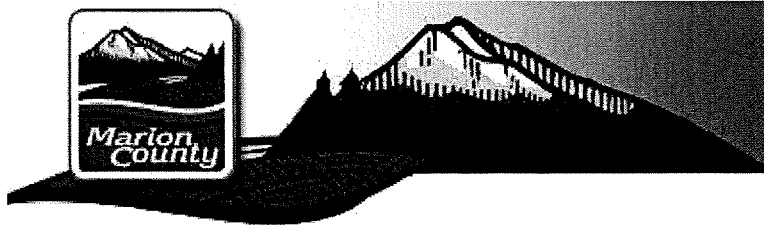
Presenter:

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  
Eric Stewart - estewart@co.marion.or.us



## MARION COUNTY PURCHASE REQUEST FORM

Date: 9/13/22

Created by: Eric Stewart Contract Administrator/End User: \_\_\_\_\_

Program Manager Approval (up to \$5,000)

Department Head Approval (\$5,000.01-\$50,000)

Chief Administrative Officer (\$50,000.01-\$100,000)

Contracts & Procurement Mgr Review (If over \$50,000)

**Supplier Information:**

Supplier/Contractor Withnell Dodge Phone (503) 364-0184  
 Supplier Contact Matt McCowan Email matt@withnellauto.com  
 Cooperative Oregon SPA Contract# 1651  
 Solicitation # \_\_\_\_\_ PO ☒ (Attach Cooperative Contract Summary)  
 PCard ☐ Name \_\_\_\_\_

**Goods or Services:**

Amount \$ \$627,261 PO Only / Fiscal Year \_\_\_\_\_  
 Start Date 9/13/22 End Date 6/30/23

Description Annual Light Duty Fleet Replacement - CE# 23-336, Patrol LEAD - CE# 23-338, Jefferson Patrol - CE# 23-342

Budget Information			Budget Distributions						
Lines	Item Description			Svc	Fund	Account	Project	Task	
1				4214	595	532100	103289	407.001	

Description	Qty.	CE#	Price Quote
2023 Ram 1500 SSV	5	23-336 - V08, V09, V12, V17, V20	\$ 186,546
2023 V8 Patrol Durango Pursuit w/spot light	3	23-336 - V10, V11, V13	\$ 126,547
2023 Ram 2500 Power Wagon	1	23-336 - V14	\$ 53,762
2023 V8 Patrol Durango Pursuit w/ spot light and towing pkg	1	23-336 - V16	\$ 42,182
2023 V8 Patrol Durango Pursuit -no spotlight	1	23-336 - V18	\$ 42,182
2023 V6 Dodge Durango - no spotlight	1	23-336 - V19	\$ 39,526
2023 V8 Durango Pursuit w/spot light	1	23-338	\$ 42,182
2023 Ram 1500 SSV	1	23-342	\$ 37,309
	14		\$ 570,237
* 10% difference of dealer quotes. PO contingency of \$57,024			\$ 57,024
PO Total			\$ 627,261



# MARION COUNTY FINANCE DEPARTMENT

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

WITHNELL DODGE  
2650 COMMERCIAL ST SE  
SALEM OR 97302

Purchase Order		
Purchase Order No	Revision	Page
910297		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 111594	Supplier No 510597	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	2023 Ram 1500 SSV		5			\$186,545.75
	2023 V8 Patrol Durango Pursuit w/spot light		3			\$126,547.14
	2023 Ram 2500 Power Wagon		1			\$53,762.00
	2023 V8 Patrol Durango Pursuit w/ spot light and towing pkg		1			\$42,182.38
	2023 V8 Patrol Durango Pursuit -no spotlight		1			\$42,182.38
	2023 V6 Dodge Durango - no spotlight		1			\$39,526.11
	2023 V8 Durango Pursuit w/spot light		1			\$42,182.38
	2023 Ram 1500 SSV		1			\$37,309.15
	Contingency 10%		1			\$50,024
	THIS PURCHASE IS PLACED AGAINST OREGON STATE PRICE AGREEMENT#1651.					

	<b>Total</b>	\$627,261
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## INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By: \_\_\_\_\_  
MARION COUNTY PURCHASING  
NOT VALID Unless Signed By Purchasing

## MARION COUNTY TERMS AND CONDITIONS

**1. INSPECTIONS:** County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

**2. DELIVERY:** Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

**3. PAYMENT:** County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

**4. COUNTY PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

**5. WARRANTIES:** Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

**6. TERMINATION OF PO:** The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

**7. INDEMNIFICATION.** The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

**8. GOVERNING LAW, VENUE:** This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

**9. FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

**10. SUBCONTRACTING/NONASSIGNMENT.** No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD.** The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

**12. COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

**13. WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

**14. SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

**15. MATERIAL SAFETY DATA SHEET:** Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

**16. AMENDMENTS:** All amendments to this PO must be in writing, signed by County.

**17. SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

**18. WAIVER:** Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

**19. TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

# **State of Oregon**



## **PRICE AGREEMENT WITH**

**Withnell Motor Company (dba Withnell Dodge)**

**FOR**

**Dodge and Ram Brand Vehicles**  
Price Agreement # 1651

This Price Agreement (“Agreement”) is between the State of Oregon (the “State”), acting by and through its Department of Administrative Services Procurement Services (“DAS PS” or “Agency”) and Withnell Motor Company (dba Withnell Dodge), an Oregon Corporation (“Contractor”).

## **Section 1 –Agreement**

### **1.1 Parties**

- 1.1.1 The only parties to this Agreement are Contractor and DAS PS.
- 1.1.2 Authorized Purchasers may purchase goods and related services specified in Exhibit A (“Goods”) by issuing ordering instruments that create and become part of separate contracts (“Contracts”). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.
- 1.1.3 As used in this Agreement, “Authorized Purchaser” means: State agencies of Oregon, Oregon Cooperative Procurement Program (“ORCPP”) participants and authorized members to the State of Washington Master Contracts Usage Agreement (MCUA). Contractor may be required to obtain manufacturer authorization prior to an MCUA member’s purchase of Goods under this Agreement.

### **1.2 Ordering Instrument**

- 1.2.1 Authorized Purchasers may order Goods during the Term of this Agreement using an ordering instrument:
  - a) Authorized Purchasers who are agencies of the State of Oregon under DAS procurement authority may issue ordering instruments under this Price Agreement for any dollar amount without further delegation of procurement authority from DAS. Notwithstanding the foregoing DAS delegation, Authorized Purchasers who are agencies of the State of Oregon must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.
  - b) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly

- authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.
- c) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
  - d) To be effective, the ordering instrument must specify all of the following:
    - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
    - ii) The specific Goods and quantity of each item ordered.
    - iii) The net price.
    - iv) The requested delivery schedule.
    - v) The delivery location(s).
    - vi) The invoicing address.
    - vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.
- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
- 1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates.
- 1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within three (3) business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail if the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.
- 1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Goods as the Authorized Purchaser.
- 1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument or to purchase any Goods.



## **1.5 Term of Agreement**

- 1.5.1 The initial term of this Agreement begins on the later of May 1, 2021 or the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the “Effective Date”) and expires two (2) years after the Effective Date unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for one or more additional 1-year terms, provided that the initial term, together with all extensions, shall not exceed a total of five (5) years. DAS PS may exercise these options to extend by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then current term. The initial term, together with all extension terms are collectively referred to herein as the “Term” of this Agreement.
- 1.5.2 Notwithstanding the foregoing, DAS PS reserves the right in its sole discretion to extend the Agreement for a maximum of one (1) calendar month beyond the end of any term. DAS PS shall notify Contractor in writing of the one (1) month extension. Consecutive one (1) month extensions obtained under this Section 1.5.2 are not allowed.
- 1.5.3 After termination or expiration of this Agreement, Contractor shall not accept new ordering instruments.
- 1.5.4 Termination of this Agreement also terminates “blanket” ordering instruments in which the Contractor is not required to deliver specific quantities of Goods at specific times. The intent of this paragraph is to terminate what is commonly known as blanket purchase orders (orders that may contain details of the Goods, but under which actual sales of Goods are made by periodic releases that specify a date for delivery of specific Goods).
- 1.5.5 Except as provided in Section 1.5.4, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument that was accepted before termination of this Agreement, for non-recurring deliveries of Goods.
- 1.5.6 DAS PS may, in its sole discretion, terminate this Agreement upon 30 calendar days’ written notice to Contractor for any or no reason.

## **1.6 Insurance**

Contractor shall obtain insurance specified in Exhibit C and shall maintain the insurance until all Contracts under this Agreement are terminated.

Agreed:

Contractor's Name: Withnell Motor Company (dba Withnell Dodge)

Authorized Signature: David E Withnell

Printed Name of Authorized Signature: DAVID E WITHNELL

Title of Authorized Signature: PRESIDENT WMC

Date: 4/20/2021

Contractor Administrative Contact (also referred to as Contract Administrator):

Name	DAVID WITHNELL
Address	P.O. Box 3080
Telephone	503-364-0184
E-mail	dew@withnellauto.com

## Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: **Darwin Kumpula** Digitally signed by Darwin Kumpula  
Date: 2021.04.20 10:50:38 -07'00'

Date: 20-Apr-2021

DAS PS Contract Administrator (Type or Print):

Name	Brent Lutz
Address	1225 SE Ferry Street, Salem, OR 97301
Telephone	(971) 719-3436
E-mail	<a href="mailto:brent.l.lutz@oregon.gov">brent.l.lutz@oregon.gov</a>

Legal Review:

Approved pursuant to ORS 291.047

Approved by Marc S. Bocci, Senior Assistant Attorney General

Per email dated March 24, 2021

PURCHASE ORDER #910297  
WITHNELL DODGE  
MARION COUNTY SIGNATURE PAGE

BOARD OF COMMISSIONERS:

Chair	_____	Date	_____
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Commissioner	_____	Date	_____
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Commissioner	_____	Date	_____
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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	_____