

Contract Review Sheet

PW-5621-23

Purchase Order #: PW-5621-23 Amendment #: _____

Contact: Jeniffer Scales Department: Public Works Department

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

Title: CE#24-318 2024 10-YD Dump Truck w/Snow Plow, Sander, and Pre-Wet Kit

Contractor's Name: Premier Truck Group of Portland

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

Original Contract Amount: \$312,670.00 Previous Amendments Amount: \$0.00

Current Amendment: \$0.00 New Contract Total: \$312,670.00 Amd% _____

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 10-0400 Cooperative Cooperative# SPA 1640

Description of Services or Grant Award

Consider approval of PO #920585 to Premier Truck Group for the purchase of a 2024 10 yard dump truck with snow plow, sander, and pre-wet kit. 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. PO amount for the Dump Truck is \$312,670.00 and awarded through the Oregon State Pricing Agreement Cooperative #1640. Funding is approved by CE #24-318 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) Scott Wilson

FOR FINANCE USE

Date Finance Received: 8/3/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:

D1ECCAAGCDB44CB
Finance - Contracts _____
Date

8/3/2023
Contract Specialist _____
Date

Legal Counsel _____
Date

Chief Administrative Officer _____
Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 23, 2023

Department: Public Works

Agenda Planning Date: August 10, 2023

Time required: 5 min

 Audio/Visual aids PowerPoint

Contact: Scott Wilson

Phone: 503-365-3129

Department Head Signature:

DocuSigned by:

Brian Nicholas

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TITLE

Consider approval of PO#920585 with Premier Truck Group for the purchase of a 2024 10-yard dump truck with snow plow, sander, and pre-wet kit.

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 2023/2024 the PO amount for the dump truck is \$312,670.00 and awarded through the Oregon State Pricing Agreement (SPA) Cooperative #1640. Funding is approved by CE #24-318 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 10-yard dump truck (#0PW537).

Options for Consideration:

- 1) Approve PO #920585 with Premier Truck Group for the purchase of a 2024 10-yard outfitted dump truck.
- 2) Withhold approval of PO #920585 at this time.

Recommendation:

Public Works recommends the Board select option 1 and approve PO #920585 with Premier Truck Group

List of attachments:

Contract Review Sheet, Purchase Order #920585, Cooperative Checklist, State Price Agreement

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
920585		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 81911035	Supplier No 597374	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#24-318 2024 10 YARD DUMP TRUCK WITH SNOW PLOW, SANDER AND PRE-WET KIT THIS PURCHASE IS PLACED AGAINST OREGON STATE PRICE AGREEMENT#1640		1			\$312,670

Total	\$312,670
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<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>
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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
CE#24-318 2024 10 YARD DUMP TRUCK WITH SNOW PLOW, SANDER AND PRE-
WET KIT - PW-5621-23**

**between
MARION COUNTY and PREMIER TRUCK GROUP**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

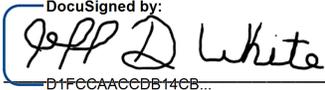
Commissioner Date

Commissioner Date

Authorized Signature:  8/7/2023
9793BA7ACD6D443...
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature:  8/3/2023
D1FCCAACCB14CB...
Marion County Contracts & Procurement Date

JOINT COOPERATIVE CHECKLIST

Lead Agency:	State of Oregon
Title:	Fleet vehicles- Freightliner Brand
Solicitation#	PO-10700-00004663

Contract Start Date	11/12/2021
Contract Expiration Date	4/30/2024
Contract #	1640

Requirement	#	Question	Y/N	notes	guidance
279A.210(1)(a)	1	Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055, 279B.060, or 279B.085?	Yes		proceed to question 2
279A.210(1)(b)	2	Is Marion County a member of the cooperative group?	Yes		proceed to question 3
279A.210(1)(c)	3	Are there any material changes made to the terms, conditions, or prices of the original contract?	No		usable by MC

ORS 279A.200(1)(e) “Joint cooperative procurement” means a cooperative procurement in which the participating governmental bodies or the cooperative procurement group and the bodies’ or group’s contract requirements or estimated contract requirements for price agreements are identified.

Example: DAS Statewide Price Agreements



Master Blanket Purchase Order PO-10700-00004663

Status: 3PS - Sent

General Items Vendor Routing Control Attachments(7) Notes(1) Change Orders(5) Reminders **Summary**

Header Information

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

Attachments

Agency Files:

- [PA1640 Assignment and Assumption Amd 1 Buyer Guide](#)

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
01/01/2024	Ins. Exp	Melissa Esser	0		06/15/2023 08:48:23 AM	Brent L Lutz
04/30/2024	PA Expiration	Melissa Esser	60		06/15/2023 08:48:52 AM	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
Change Order 2	Emailed to DDripps@Premiertruck.com at 08/11/2022 09:27:20 AM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Integration ID(s)	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
V00019821	1872552435,CV30023385		Premier Truck Group of Oregon	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date:	11/15/2021	Master Blanket/Contract End Date:	04/30/2024
Cooperative Purchasing Allowed:	Yes		

Current Org: **Marion County** ⇄



		Unit	Date	Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00		\$136,154.00
				\$0.00

Invoice Information

There are no invoices.

Item Information +

Approval Path:

There are no approval paths found for this purchase order.

Print

Print Vendor Copy

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OREGON_OREGON_AWS_PROD_BUYSPEED_2_bso