

Contract Review Sheet

PW-5610-23

Purchase Order #: PW-5610-23 Amendment #: _____

Contact: Jeniffer Scales Department: Public Works Department

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

Title: Roberson Motors Inc. FY23/24 Annual Light Duty Replacement Vehicles

Contractor's Name: Roberson Motors, Inc. dba Roberson Chrysler Dodge Jeep Ram

Term - Date From: August 16, 2023 Expires: June 30, 2024

Original Contract Amount: \$296,975.61 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# SPA#1651

Description of Services or Grant Award

FY23/24 Annual Light Duty Replacement Vehicles.

Qty. (6) 2024 Dodge Durango

Qty. (1) 2024 Ram 1500 SSS pickup

Desired BOC Session Date: 8/16/2023 BOC Planning Date: 8/3/2023

Files submitted in CMS: 7/26/2023 Printed packet & copies due in Finance: 8/1/2023

BOC Session Presenter(s) _____

FOR FINANCE USE

Date Finance Received: 7/25/2023 Date Legal Received: _____

Comments: Y

REQUIRED APPROVALS

DocuSigned by:
Camber Schlag 7/28/2023
C5B2E3DE257F444
Finance - Contracts Date

DocuSigned by:
Jeniffer Scales 8/2/2023
EC27CEB8C3DC4C3
Contract Specialist Date

DocuSigned by:
Jane E Vetto 7/31/2023
D0CEFC5B04B9E483
Legal Counsel Date

DocuSigned by:
Jeff D White 8/1/2023
D1ECCAACCD814CB
CFO for Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: August 16th, 2023

Department: Public Works Agenda Planning Date: August 3rd, 2023 Time required: 10

Audio/Visual aids

Contact: Dennis Mansfield Phone: 503-365-3111

Department Head Signature: Brian Nicholas (DocuSigned by: 9793BA7ACD6D443)

Table with 2 columns: Field Name (TITLE, Issue, Description & Background, Financial Impacts, Impacts to Department & External Agencies, Options for Consideration, Recommendation, List of attachments, Presenter) and Content.

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

Copies to: Dennis Mansfield, dmansfield@co.marion.or.us; Jeniffer Scales, jscales@co.marion.or.us



**MARION COUNTY
FINANCE DEPARTMENT**

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

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM OR 97301

Purchase Order		
Purchase Order No	Revision	Page
920460		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 92245	Supplier No 508243	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		1			\$37,934.03
2	2024 V8 Patrol Durango Pursuit w/spot light		5			\$216,046.45
3	2024 V8 Patrol Durango Pursuit no spot light (Destroyer Gray)		1			\$42,995.13
<p>THIS PURCHASE IS PLACED AGAINST OREGON STATE PRICE AGREEMENT#1651.</p>						

Total	\$296,975.61
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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
ROBERSON MOTORS INC. FY23/24 ANNUAL LIGHT DUTY REPLACEMENT
VEHICLES - PW-5610-23**

**between
MARION COUNTY and ROBERSON MOTORS, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Brian Melulas
9793BA7ACD0D443... 7/28/2023
Department Director or designee Date

Authorized Signature: DocuSigned by:
Jeff D White
D1FCCAACCCDB14CB... 8/1/2023
CFO for Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:
Jane E Vetto
D0CF65B04B9F483... 7/31/2023
Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
Camber Schlag
C6B2F3DF267F444... 7/28/2023
Marion County Contracts & Procurement Date

Jeniffer Scales

From: Dennis Mansfield
Sent: Friday, July 21, 2023 11:07 AM
To: Michael Pierce; Eric Stewart
Cc: Jeniffer Scales
Subject: Re: PO Request Roberson Motors CE# 23-338.pdf

Approved for \$296,975.61.

Jeniffer, I'll get Board Session paperwork going.

Dennis

From: Michael Pierce <MPierce@co.marion.or.us>
Sent: Wednesday, July 19, 2023 10:11 AM
To: Eric Stewart <EStewart@co.marion.or.us>; Dennis Mansfield <DMansfield@co.marion.or.us>
Cc: Jeniffer Scales <JScales@co.marion.or.us>
Subject: RE: PO Request Roberson Motors CE# 23-338.pdf

Eric,

Reviewed.



Michael Pierce | Fleet Supervisor

Pronouns:

Fleet, Marion County Public Works



mpierce@co.marion.or.us



(503) 365-3196 (office)

OREGON

From: Eric Stewart <EStewart@co.marion.or.us>
Sent: Wednesday, July 19, 2023 9:12 AM
To: Dennis Mansfield <DMansfield@co.marion.or.us>
Cc: Michael Pierce <MPierce@co.marion.or.us>; Jeniffer Scales <JScales@co.marion.or.us>
Subject: RE: PO Request Roberson Motors CE# 23-338.pdf

Dennis,

I have a correction on the PO. The dollar amount for line #1 has been updated.

Thank you,

Eric

From: Eric Stewart
Sent: Wednesday, July 19, 2023 8:41 AM

To: Dennis Mansfield <DMansfield@co.marion.or.us>

Cc: Michael Pierce <MPierce@co.marion.or.us>; Jeniffer Scales <jscales@co.marion.or.us>

Subject: PO Request Roberson Motors CE# 23-338.pdf

Dennis,

For review and approval, please. PO request to Roberson Motors for the following replacement vehicles for the SO:

- (1) 2023 Ram 1500 SSV Crew Cab 4x4
- (1) 2024 Dodge Durango Pursuit (Destroyer Gray) no spotlight
- (5) 2024 Dodge Durango Pursuit (Black) with spotlight

PO requested dollar amount total is \$296,975.61.

I've attached a worksheet summary of the PO to be attached like we did last year.

Thank you,



Eric Stewart | Fleet Specialist
Fleet, Marion County Public Works



estewart@co.marion.or.us
(503) 365-3161 (office)

O R E G O N

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061

Priced Order Confirmation (POC)

Date Printed:	2023-07-10 4:47 PM	VIN:		Quantity:	01
Estimated Ship Date:		VON:	57580899	Status:	BG - Order has passed edit but cannot be considered for scheduling
Date Ordered:	2022-11-07 1:31 PM	Ordered By:	S28368H	FAN 1:	017YK MARION COUNTY PUBLIC WORKS
Date Modified:	2023-07-06 12:01 PM	Modified By:	S28368H	FAN 2:	
Sold to:		Ship to:		Client Code:	
ROBERSON MOTORS INC (61749)		ROBERSON MOTORS INC (61749)		Bld Number:	TB3107
3100 RYAN DR SE		3100 RYAN DR SE		PO Number:	MARION
SALEM, OR 973015061		SALEM, OR 973015061			

Vehicle: 2023 1500 SSV CREW CAB 4X4 (DS6T98)

	Sales Code	Description	MSRP(USD)
Model:	DS6T98	1500 SSV CREW CAB 4X4	47,450
Package:	26D	Customer Preferred Package 26D	0
	EZH	5.7L V8 HEMI MDS VVT Engine	0
	DFK	8-Spd Auto 8HP70 Trans (Buy-US)	0
Paint/Seat/Trim:	PXJ	Diamond Black Crystal P/C	100
	APA	Monotone Paint	0
	*D7	Cloth Front Bench / Vinyl Rear Seat	50
	-X8	Black/Diesel Gray	0
Options:	ADB	Protection Group	395
	AED	Chrome Appearance Group	695
	GPG	Power Black Trailer Tow Mirrors	180
	NAS	50 State Emissions	0
	XHC	Trailer Brake Control	295
	XM9	Delete Spray in Bedliner	-200
	3AH	Price Protection - Code H	0
	4NU	Fuel Fill/Battery Charge	0
	4FM	Fleet Option Editor	0
	4ES	Delivery Allowance Credit	0
	2SQ	FCA Fleet Powertrain Care	0
	YGE	5 Additional Gallons of Gas	0
	4FT		0
	5N6	Easy Order	0
	4FT	Fleet Sales Order	0
	4EA	Sold Vehicle	0
Non Equipment:	4KA	Special Bid Handling	0
	4FA	Special Bid-Ineligible For Incentive	0
	4DH	Prepaid Holdback	0
	MAF	Fleet Purchase Incentive	0
Special Equipment:	98509A		0
Discounts:	3A8	Fleet No Charge Paint Credit	0
Destination Fees:			1,795

Total Price: 50,780.

37551.⁰⁰
 187.⁷⁵
 195.²⁷

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

37934.⁰⁰

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061

Configuration Preview

Date Printed: 2023-07-10 4:49 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 017YK MARION COUNTY
 PUBLIC WORKS
FAN 2:
Client Code:
Bid Number: TB4119
PO Number:

Sold to:
 ROBERSON MOTORS INC (61749)
 3100 RYAN DR SE
 SALEM, OR 973015061

Ship to:
 ROBERSON MOTORS INC (61749)
 3100 RYAN DR SE
 SALEM, OR 973015061

Vehicle: 2024 (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75		43,075
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,115
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PXL	DB Black Clear Coat	0
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	LNF	Black Left LED Spot Lamp	640
	GXG	Entire Fleet Alike Key (FREQ 4)	350
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595

Total Price: 48,775.

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address: USA
Instructions:

PSP Month/Week:
Build Priority: 99

42773^{al}
 21387
 222.42

 43209²⁹

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

NO SPOT

ROBERSON MOTORS INC
3100 RYAN DR SE
SALEM, OR 973015061

Configuration Preview

Date Printed: 2023-07-10 4:51 PM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 017YK MARION COUNTY PUBLIC WORKS
FAN 2:
Client Code:
Bid Number: TB4119
PO Number:

Sold to:
 ROBERSON MOTORS INC (61749)
 3100 RYAN DR SE
 SALEM, OR 973015061

Ship to:
 ROBERSON MOTORS INC (61749)
 3100 RYAN DR SE
 SALEM, OR 973015061

Vehicle: 2024 (WDEE75)

	Sales Code	Description	MSRP(USD)
Model:	WDEE75		43,075
Package:	22Z	Customer Preferred Package 22Z	0
	EZH	5.7L V8 HEMI MDS VVT Engine	3,116
	DFD	8-Spd Auto 8HP70 Trans (Buy)	0
Paint/Seat/Trim:	PDN	Destroyer Gray Clear Coat	395
	APA	Monotone Paint	0
	*C5	Cloth Bucket Seats w/ Shift Insert	0
	-X9	Black	0
Options:	4DH	Prepaid Holdback	0
	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	GXG	Entire Fleet Allke Key (FREQ 4)	350
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	170	Zone 70-Phoenix Arizona	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Discounts:	YG1	7.5 Additional Gallons of Gas	0
Destination Fees:			1,595

Total Price: 48,530.

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

USA

Instructions:

42561.⁰⁰
 212.⁸¹
 221.³²

42995.¹³

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

Description	Qty.	CE#	Price/ Vehicle	Quote Total	Estimated Replacement Cost *
2023 Ram 1500 SSV	1	23-338, V05	37934.03	\$ 37,934.03	\$ 47,000
2024 V8 Patrol Durango Pursuit w/spot light	5	23-338, V09, V10, V11, V12, V13	43209.29	\$ 216,046.45	\$ 235,000
2024 V8 Patrol Durango Pursuit -no spotlight	1	23-338 ,V14	42995.13	\$ 42,995.13	\$ 40,100
	7			\$ 296,975.61	\$ 322,100

JOINT COOPERATIVE CHECKLIST

Lead Agency:	State of Oregon	Contract Start Date	5/1/2021
Title:	Dodge and Ram Brand Vehicles	Contract Expiration Date	5/1/2026
Solicitation#	PW-5610-23	Contract #	SPA 1651

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