Contract Ro	eview Sheet	_	PO#941352	PW-	6814-2	25
Title: Annual Light I	Outy Fleet Replacem	ent Vehicles				
Contractor's Name:	Roberson Motors 1	Inc.				
Department: Public V	Vorks Department		Contact: Jenif	fer Scales		
Analyst: Kathleen G	eorge		Phone #: <u>(503)</u>	588-5036		
Term - Date From:	October 15, 2025		Expires: Apri	130, 2026		
Original Contract Amo	ount: \$ 50	61,273.00 Prev	ious Amendments A	mount:	\$	-
Current Amendment:	\$ -	New Contra	act Total: \$	561,273.00	Amd%	0%
Outgoing Funds	Federal Funds	Reinstatement	☐ Retroactive	☐ Amendment	greater tha	an 25%
Source Selection Meth	od: 10-0400 Coo	perative		Соор	erative#	18359
Description of Services	s or Grant Award					
1 Dodge Durango Purs 3 Dodge Durango GT S 8 Dodge Durango Purs The vehicles are under Cooperative PO#10700	\$40,133.00 each uit V8 \$44,765.00 each the approved CE#26-		5-331 and will be awa	arded through the	State of O	regon
Desired BOC Session 1	Date: 10/	15/2025 C	ontract should be in l	DocuSign by:	9/24	1/2025
Agenda Planning Date	10	/ 2/2025 Pr	rinted packets due in	Finance:	9/30	0/2025
Management Update	9/3	8 <mark>0/2025</mark> B	OC upload / Board S	ession email:	10/1	1/2025
BOC Session Presenter	(s) Michael Pier	rce				Code: Y
		REQUIRED AF	PPROVALS			
Finance - Contracts		Date	Contract Specialist		D	ate
Legal Counsel		 Date	Chief Administrati	ve Officer	D	ate

Meeting date: 10/15/	/2025				
Department: Public \	Works				
Title:	Roberson Motors FY25/26 Consolidated Fleet Fund Vehicle Replacement				
Management Update/	Work Session Date: 9/30/2025 Audio/Visual aids				
Time Required: 5 min					
	Approve Contract Purchase Order 941352 in the amount of \$561,273.00 with Roberson Motors for 1 Chrysler Voyager, 1 Dodge Durango Pursuit V6, 3 Dodge Durango GT, and 8 Dodge Durango Pursuit V8.				
Issue, Description & Background:	Annual light duty replacement vehicles for the 595 fund vehicle replacements. This purchase order is for 1 Chrysler Voyager, 1 Dodge Durango Pursuit V6, 3 Dodge Durango GT's, and 8 Dodge Durango Pursuit V8's. Light duty fleet vehicles are replaced based on set criteria related to the age of the vehicle, maintenance costs, mileage driven and reliability. Vehicle replacement is reviewed semi-annually, once in December for the following fiscal year budget purposes, and a refreshed list in June to finalize the next fiscal year orders.				
Financial Impacts:	These purchases are budgeted under CE #26-329, CE #26-330, and CE #26-331 and will be awarded through Oregon State Price Agreement PO-10700-00018359.				
	Scheduled replacement of light duty vehicles minimizes the total cost of ownership for each vehicle, optimizes replacement time, and provides reliable vehicles to county departments.				
List of attachments:	PO#941352				
Presenter:	Michael Pierce				
Department Head Signature:	Brian Nicholas Digitally signed by Brian Nicholas Date: 2025.09.17 16:16:47 -07'00'				



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		
941352		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 Supplier No 508243				Revised Date / Buyer J SCALES			
Payment Terms IMMEDIATE				F.O.B DESTINATION			
Freight Terms		Request Or Deliver To C ERIC STEWART (Confirm To / Telephone			
Line #	Description		Delivery Date	Quantity	Unit	Unit Price	Total
1	CE#26-329 - 20	026 Chrysler Voyager		1			\$41,447
2	CE#26-329 - 20	026 Dodge Durango Pursuit		1			\$41,307
3	CE#26-329 - 20	026 Dodge Durango GT		3			\$120,399
4	CE#26-329 - 20	026 Dodge Durango Pursuit		6			\$268,590
5	CE#26-330 - 20	026 Dodge Durango Pursuit		1			\$44,765
6	CE#26-331 - 20	026 Dodge Durango Pursuit		1			\$44,765
		ASE IS PLACED AGAINST TE PRICE AGREEMENT 18359					
				Total	\$561,273		

INSTRUCTIONS TO VENDOR

- 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 : <u>Please notify department contact (above) for all inquiries regarding this Purchase Order</u>

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
- **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.

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.

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 ANNUAL LIGHT DUTY FLEET REPLACEMENT VEHICLES - PW-6814-25

CPO#941352 between MARION COUNTY and ROBERSON MOTORS INC.

MARION COUNTY SIGNATURES 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