

**CITY OF WILSONVILLE  
COOPERATIVE PROCUREMENT  
GOODS AND SERVICES CONTRACT**

This Cooperative Purchase Goods and Services Contract (“Contract”) for the 40’ Bucket Truck Purchase Project is made and entered into on this \_\_\_\_ day of February 2023 (“Effective Date”) by and between the **City of Wilsonville**, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and **Global Rental Co, Inc.**, an Alabama corporation (hereinafter referred to as “Supplier”).

**RECITALS**

WHEREAS, the Oregon Revised Statutes authorize cooperative procurements in accordance with ORS 279A.200, et seq.; and

WHEREAS, the City wishes to purchase equipment that Supplier is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Supplier represents that Supplier is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, the State of Minnesota solicited proposals from various suppliers of equipment in a manner that complies with Oregon law; and

WHEREAS, the City seeks to purchase equipment from Supplier under the State of Minnesota’s statewide purchasing contract, as authorized by and in compliance with ORS 279A.200; and

WHEREAS, Supplier is prepared to provide such services, as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

**AGREEMENT**

**Section 1. Contract Documents**

This Contract includes and incorporates by reference all of the foregoing recitals and all of the following additional documents: Sourcewell, a State of Minnesota local government agency and service cooperative, contract solicitation Request for Proposals #062320; Contract #062320-ALT, entered into between Sourcewell and Global Rental Co., Inc., dated August 24, 2020, pursuant to which the City elected to purchase the products and services described herein (the “Sourcewell Contract”). Any conflict between this Contract and the Sourcewell Contract shall be resolved in favor of this Contract. This Contract, the attached exhibits, and the Sourcewell Contract shall be collectively referred to as the “Contract Documents.” All Contract Documents should be read in concert and Supplier is required to bring any perceived inconsistencies to the attention of the City before executing this Contract. In the

event a provision of this Contract conflicts with standards or requirements contained in any of the foregoing Contract Documents, the provision that is more favorable to the City, as determined by the City, will apply.

## **Section 2. Goods and Services Purchased**

Supplier will supply the Altec AT40G Bucket Truck described on the Quotation, attached hereto as **Exhibit A** and incorporated by reference herein (“Equipment”). Supplier will also provide Altec Sentry Web/CD based operator training to City staff (“Services”), as described in **Exhibit B** attached hereto and incorporated by reference herein.

## **Section 3. Equipment Price and Delivery Date**

The price of the Equipment is ONE HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED FIFTY-EIGHT DOLLARS AND THIRTY-TWO CENTS (\$162,758.32), as shown on **Exhibit A**, and includes delivery to 28879 SW Boberg Road, Wilsonville, Oregon 97070 (“Delivery Location”). Sale shall occur upon inspection of the Equipment and acceptance of delivery at the Delivery Location. The City will pay Supplier in full within 10 days of receipt and acceptance of delivery of the Equipment. Supplier will schedule a date and time for delivery. Delivery must occur on or before June 30, 2023.

The Equipment price is all inclusive and includes, but is not limited to, all work-related costs, expenses, salaries or wages, plus fringe benefits and contributions, including payroll taxes, workers compensation insurance, liability insurance, profit, pension benefits, and all other contributions and benefits, office expenses, travel expenses, mileage, and all other indirect and overhead charges, including, but not limited to, the recently enacted Oregon Corporate Activity Tax (CAT).

## **Section 4. Term.**

Unless earlier terminated in accordance herewith, the term of this Contract shall be from the Effective Date until June 30, 2023. Any extension option must be exercised by the City, in writing, prior to expiration of the Initial Term of this Contract or any subsequent Extension Term.

## **Section 5. Warranties.**

Equipment warranties include a three (3) year, 36,000 mile bumper-to-bumper warranty on the vehicle and a five (5) year, 100,000 mile warranty on the powertrain, and are further described in **Exhibit C**. A substantially similar complete and final warranty document shall be provided to the City upon execution of this Contract. Supplier hereby represents that Supplier will promptly and thoroughly perform all warranty work at the City’s location in Wilsonville, Oregon. If the work cannot reasonably be performed on site, Supplier will be responsible for transporting the Equipment in need of warranty work from Wilsonville and back to Wilsonville. All warranties are from the date of delivery and acceptance by the City, and are in addition to, and not in lieu of, any other warranties provided by various manufacturers.

## Section 6. Contract Modification; Change Orders

Any modification of the provisions of this Contract shall not be enforceable or binding unless reduced to writing and signed by both the City and Supplier.

## Section 7. Notices

Any notice required or permitted under this Contract shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:                      City of Wilsonville  
   Attn: Scott Simonton, Fleet Manager  
   29799 SW Town Center Loop East  
   Wilsonville, OR 97070

To Supplier:                Global Rental Co, Inc.  
   Attn: Bryce Saddoris  
   33 Inverness Center Parkway, Suite 250  
   Birmingham, AL 35242

## Section 8. Miscellaneous Provisions

8.1. Legal Effect and Assignment. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Contract may be enforced by an action at law or in equity.

8.2. Equal Opportunity. No person shall be discriminated against by Supplier or any subcontractor in the performance of this Contract on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Contract, in whole or in part, by the City.

8.3. No Assignment. Supplier may not delegate the performance of any obligation to a third party unless mutually agreed, in writing.

8.4. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Contract as if fully set forth herein.

8.5. Jurisdiction. Jurisdiction and venue for any dispute will be in Clackamas County Circuit Court.

8.6. Time of the Essence. Time is expressly made of the essence in the performance of this Contract.

8.7. Entire Agreement. This Contract, all documents attached to this Contract, and all Contract Documents and laws and regulations incorporated by reference herein, represent the entire agreement between the parties.

8.8. Counterparts. This Contract may be executed in one or more counterparts, each of which shall constitute an original Contract but all of which together shall constitute one and the same instrument.

8.9. Authority. Each party signing on behalf of Supplier and the City hereby warrants actual authority to bind their respective party.

The Supplier and the City hereby agree to all provisions of this Contract.

**SUPPLIER:**

GLOBAL RENTAL CO, INC.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

EIN/Tax I.D. No. \_\_\_\_\_

**CITY:**

CITY OF WILSONVILLE

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Amanda Guile-Hinman, City Attorney  
City of Wilsonville, Oregon

# EXHIBIT A



Quote Number: 127202202  
 Opportunity Number:  
 Sourcewell Contract #: 062320-ALT  
 Date: 1/27/2023

Quoted for: City of Wilsonville  
 Quoted by: Bryce Saddoris  
 Phone: / Email: 360-218-6930 / bryce.saddoris@altec.com

REFERENCE MODEL	Sourcewell Price	Commercial List Price	Discount %
AT37-G 4x4, 2022	\$129,049	\$133,040	3%
<b>(A.) Sourcewell Options On Contract</b>			
1			
2			
3			

**SOURCEWELL OPTIONS TOTAL:** \$129,049 \$133,040 3%

**(A.) OPEN MARKET ITEMS (Customer Requested)**

1	UNIT	Unit to be Altec AT40G in lieu of AT37G	\$9,930
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	Chassis to be 2023 model in lieu of 2022	\$10,905
8	OTHER	Altec Sentry Training	\$4,474.32
9			
<b>OPEN MARKET OPTIONS TOTAL:</b>			\$25,309.32

**SUB-TOTAL FOR UNIT/BODY/CHASSIS:** \$150,385.32

**Delivery to Customer:** \$8400

**TOTAL FOR UNIT/BODY/CHASSIS:** \$162,758.32

**(C.) ADDITIONAL ITEMS (items are not included in total above)**

1			
2			
3			
4			

\*\*Pricing valid for 45 days and may be subject to availability at time of order\*\*

**NOTES**

\*\* Denotes FET fees were paid when unit was new. Global is not FET exempt.

All items listed subject to availability, quote provided at time of request detailing options

Delivery is \$3.00 / mile

Alternate year models may be available in addition to the ones shown here, they will be discounted / priced appropriately to reflect this

Chassis model can be any standard chassis (Ford, Dodge, International, Freightliner, Peterbilt, etc.)

**PAINT COLOR:** White to match chassis, unless otherwise specified

**TO ORDER:** To order, please contact the Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than \_\_\_\_\_ days ARO, FOB Customer Location

**TERMS:** Net 10 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry, Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**EXHIBIT B**  
**Altec Sentry Program**  
Insulating Aerial Device Training Summary

The Altec Sentry Program is an OSHA and ANSI compliant training program on safe operating procedures. Prior to operating an aerial device you must read, understand, and follow the safety and operating procedures found in the unit's manual, unit decals, and other materials provided with the unit. In addition, studying this program carefully, with an open mind for safety as it pertains to your individual job needs, can prevent serious work related injuries and can ultimately save your life or the life of a co-worker. Upon successful completion of the training, participants will receive a certificate and wallet card.

Insulating Aerial Device Training Outline

Training for this program consists of an 8-hour, 1-day class. The first four hours are classroom instruction with a 10-minute break each hour. After a lunch break, the final four hours are hands-on training on an Altec Insulating Aerial Device.

- The topics we will present in this program are:
  1. Safety Statements, Hand Signals and OSHA Regulations
  2. Insulating Aerial Device Daily Unit Inspection
  3. Traveling
  4. Job Briefing
  5. Unit Setup and Pre-Operational Inspection
  6. Unit Operation
  7. Material Handling
  8. Load Capacity
  9. Conductor Handling and ISO Grip™
- In between each section, we will ask a few questions to see how well you understand the material. After the last topic, you will be tested on all of the information.
- Each individual will be hands-on evaluated on the aerial device to demonstrate the concepts learned in the classroom instruction.

# EXHIBIT C



## ALTEC

2075 Edsel Ln, Corydon, Indiana, 471122168

### Warranty - Selected Equipment & Specs

#### Warranty

##### *Basic*

Distance ..... 36000 miles      Months ..... 36 months

##### *Powertrain*

Distance ..... 60000 miles      Months ..... 60 months

##### *Corrosion Perforation*

Distance ..... Unlimited miles      Months ..... 60 months

##### *Roadside Assistance*

Distance ..... 60000 miles      Months ..... 60 months

##### *Diesel Engine*

Distance ..... 100000 miles      Months ..... 60 months