

Contract Review Sheet

HE-5503-23

 Contract for Services #: HE-5503-23 Amendment #: _____

 Contact: Sarah Ortiz Department: Health and Human Services

 Phone #: (503) 584-4898 Date Sent: Monday, June 5, 2023

 Title: DePaul Unarmed & Vehicular Security Services

 Contractor's Name: DePaul Industries, Inc.

 Term - Date From: July 1, 2023 Expires: June 30, 2024

 Original Contract Amount: \$800,000.00 Previous Amendments Amount: \$0.00

 Current Amendment: \$0.00 New Contract Total: \$800,000.00 Amd% 0%
 Incoming Funds
 Federal Funds
 Reinstatement
 Retroactive
 Amendment greater than 25%

 Source Selection Method: 10-0400 Cooperative SPA #8349

Description of Services or Grant Award

Contractor to provide unarmed security and vehicular patrol services for HHS County locations to ensure the safety and well-being of County clients and staff.

 Desired BOC Session Date: 6/28/2023 BOC Planning Date: 6/15/2023

 Files submitted in CMS: 6/7/2023 Printed packet & copies due in Finance: 6/13/2023


 BOC Session Presenter(s) Rhett Martin

FOR FINANCE USE


 Date Finance Received: 6/6/2023 Date Legal Received: _____

 Comments: Y

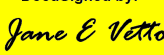
REQUIRED APPROVALS

DocuSigned by:

 C5B2F3DF257F444...
 Finance - Contracts 6/7/2023

 Date

DocuSigned by:

 7C361AE588334A0...
 Contract Specialist 6/12/2023

 Date

DocuSigned by:

 D0CFC5B04B9F483...
 Legal Counsel 6/9/2023

 Date

DocuSigned by:

 DC16351248DE4EC...
 Chief Administrative Officer 6/12/2023

 Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: June 28, 2023

Department: Health & Human Services Agenda Planning Date: 6/15/2023 Time required: 10

Audio/Visual aids

Contact: Sarah Ortiz Phone: 503-584-4898

Department Head Signature: Ryan Matthews

Form with fields for TITLE, Issue, Description & Background, Financial Impacts, Impacts to Department & External Agencies, Options for Consideration, Recommendation, List of attachments, and Presenter.

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

Copies to: Sarah Ortiz; sortiz@co.marion.or.us



**MARION COUNTY
FINANCE DEPARTMENT**

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

DePaul Industries, Inc.
PO Box 35146, Dept 1043
Seattle, WA 98124-5146

Purchase Order		
Purchase Order No	Revision	Page
Ship To:		
Marion County Health & Human Services 3180 Center Street NE Salem, OR 97301 United States		
Bill To:		
Marion County Attn: Accounts Payable 3180 Center Street NE Salem, OR 97301		

Customer Acct No	Supplier No 536039	Order Date / Buyer 07/01/2023	Revised Date / Buyer S. Ortiz
Payment Terms Immediate	Ship Via Best Method	F.O.B Destination	
Freight Terms N/A	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	Security Services for Marion County Health & Human Services July 1, 2023 - July 1, 2024					\$800,000
Total						

INSTRUCTIONS TO VENDOR

1. 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 : 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.

REVISED ATTACHMENT D - 2

Public Body Work Order Contract (WOC)

Price Agreement 8349("Price Agreement")

WOC # HE-5503-23

This Work Order Contract ("WOC") # HE-5503-23 is between Marion County, acting by and through its Health & Human Services Department, ("Authorized Purchaser") and DePaul Industries, Inc. ("Contractor"). This WOC is placed against State of Oregon Price Agreement 8349 ("Price Agreement"). The terms and conditions of the Price Agreement are hereby incorporated into this Work Order Contract.

1. WORK ORDER CONTRACT TERM

The "Effective Date" is the date this WOC has been fully executed by each party and approved as required by applicable law. Unless extended or terminated earlier in accordance with its terms, this WOC terminates on June 30, 2024. The termination of this WOC will not extinguish or prejudice Authorized Purchaser's right to enforce this WOC with respect to any default by Contractor that has not been cured. Contractor and Authorized Purchaser are the parties to this WOC. DAS and the ORFWD Program are intended beneficiaries of this WOC.

2. WOC-SPECIFIC ABBREVIATIONS, ACRONYMS AND DEFINITIONS

General terms not specifically defined in this document are defined in ORS 65.001, ORS 279.835 through 279.855, ORS 279A.010, OAR chapter 125, division 055 ("OAR 125-055"), OAR 125-246-0110, and the Price Agreement.

- 2.1 "Authorized Agency" means Agencies that are subject to the procurement authority of the Director of the Department under ORS 279A.050 and 279A.140 and have delegated procurement authority pursuant to OAR 125-246-0170. Authorized Agency also includes the Oregon Department of Administrative Services (the "Department") when the Department is engaged in Public Contracting (as defined by ORS 279A.010).
- 2.2 "Authorized Purchaser" means a public body authorized by law to conduct a procurement. "Authorized Purchaser" includes, but is not limited to, the Director of the Oregon Department of Administrative Services (DAS) and any person authorized by an Authorized Purchaser to conduct a procurement on the Authorized Purchaser's behalf. "Authorized Purchaser" also includes: (a) any State agency; (b) Judicial Department; (c) Legislative

Department; (d) any Unit of Local Government as that term is defined in ORS 190.003; and (e) any ORCPP Participant.

- 2.3 “Contractor” means a Qualified Nonprofit Agency for Individuals with a Disability and denotes a nonprofit activity center or rehabilitation facility.
- 2.4 “DAS” means the Department of Administrative Services for the State of Oregon.
- 2.5 “Determination of Price” means a determination by the DAS PS in accordance with OAR 125-055-0030 that the Price is reasonable and adequate to allow the Contractor to recover the cost of the items identified in OAR 125-055-0030(2). Determination of Price includes Re-determination of Price.
- 2.6 "Goods and Services" or “Goods or Services” means the goods and services as described in Exhibit A – Statement of Work.
- 2.7 “Independent Agency” means agencies of the State of Oregon that are not subject to the procurement authority of the Director of the Department under ORS 279A.050 and 279A.140.
- 2.8 "Individual with a Disability" is defined in ORS 279.835(3), and is further defined as a person who has a physical or mental impairment (a residual, limiting condition resulting from an injury, disease or congenital defect) that so limits the person's functional capabilities (such as mobility, communication, self-care, self-direction, work tolerance or work skills) that the individual is not able to engage in normal competitive employment over an extended period of time and, as a result, must rely on the provision of specialized employment opportunities.
- 2.9 "OAR" means the Oregon Administrative Rules.
- 2.10 "ORCPP" means the Oregon Cooperative Purchasing Program, whose participants includes but are not limited to: independent agencies, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies. "ORCPP Member" means a member of the DAS PS Oregon Cooperative Purchasing Program. ORCPP Members may include units of local government as defined in ORS 190.003, state contracting agencies as defined in ORS 279A.010 (1)(nn) and exempted from application of the Public Contracting Code under ORS 279A.025, semi-independent State agencies listed in ORS 182.454, special government bodies as defined in ORS 174.117, special districts as defined in ORS 198.010, United States governmental agencies with offices in Oregon and American Indian Tribes located in Oregon, and the entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045.
- 2.11 “ORCPP Participant” means a member of the DAS PS Oregon Cooperative Purchasing Program. ORCPP Members may include units of local government as defined in ORS

190.003, state contracting agencies as defined in ORS 279A.010 (1)(nn) and exempted from application of the Public Contracting Code under ORS 279A.025, semi-independent State agencies listed in ORS 182.454, special government bodies as defined in ORS 174.117, special districts as defined in ORS 198.010, United States governmental agencies with offices in Oregon and American Indian Tribes located in Oregon, and the entities specified in and meeting the requirements of ORS 279.855(1), (2) and (3) and OAR 125-055-0045.

- 2.12 "Oregon Forward Contractor" & "OFC" as defined in OAR 125-055-0005(7)/
- 2.13 "ORS" means Oregon Revised Statute.
- 2.14 "Price" or "Prices" means the amount or amounts to be paid to the Contractor by the Authorized Purchasers as specified in Attachment B of the ATA - Price Agreement.
- 2.15 "ORFWD" means Oregon Forward as defined in OAR 125-055-0005(8).
- 2.16 "ORFWD Program" means the program created by ORS 279.835 to 279.855 and OAR 125-055-005 to 125-055-0045.
- 2.17 "ORFWD Statute" means ORS 279.835 through 279.855, as amended from time to time, or successor statute adopting the ORFWD policy of the State.
- 2.18 "ORFWD Rules" means OAR 125-055-0005 to OAR 125-055-0045, as amended from time, or successor rules implementing the ORFWD Statute.
- 2.19 "Services" means the services as described in Exhibit A.
- 2.20 "State" means the State of Oregon
- 2.21 "State Agency" means every state Security Officer, board, commission, department, institution, branch or agency of the state government, whose costs are paid wholly or in part from funds held in the State Treasury, as well as the Legislative Assembly, the courts and their Officers, the Public Defense Services Commission and committees and the Secretary of State and the State Treasurer in the performance of the duties of their constitutional offices.
"QRF Program" means the program created by ORS 279.835 to 279.855 and OAR 125-055-005 to 125-055-0045.
- 2.22 "WOC" means Work Order Contract.

3. STATEMENT OF WORK

The Statement of Work attached as Exhibit A is hereby incorporated into this WOC by this reference.

4. CERTIFICATION

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury that:

(a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor 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 Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws For purposes of this certification, "Oregon Tax Laws" includes: (i) All tax laws of this State, including but not limited to ORS 305.380(4), ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and local taxes administered by the Department of Revenue; (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

5. SIGNATURES

CONTRACTOR: DEPAUL INDUSTTIES

Authorized Signature: _____

Title Date

**APPROVED BY DEPARTMENT OF ADMINISTRATIVE SERVICES,
PROCUREMENT SERVICES, OREGON FORWARD PROGRAM:**

Authorized Signature: _____

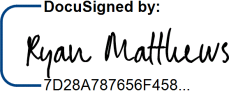
Darvin Pierce, Program Coordinator Date

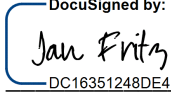
**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature:  7D28A787656F458... 6/7/2023
Department Director or designee Date

Authorized Signature:  DC16351248DE4EC... 6/12/2023
Chief Administrative Officer Date

Reviewed by Signature:  D0CFC5B04B9F483... 6/9/2023
Marion County Legal Counsel Date

Reviewed by Signature:  C5B2E3DE257E444... 6/7/2023
Marion County Contracts & Procurement Date

EXHIBIT A

STATEMENT OF WORK

1. INTRODUCTION

Contractor shall provide Security Services, as described in this WOC, in accordance with the Price Agreement 8349.

2. DEFINITIONS

Terms and conditions are defined in the Price Agreement 8349 and all attachments.

3. LOCATION OF SERVICES AND CONTRACTOR'S WORK SCHEDULE

DESCRIPTION & QUANTITY	UNIT COST	OT/HOLIDAY UNIT COST	WEEKLY COST
County Site: 1118 Oak Street SE, Salem, OR 97301 (168 HPW) 1 Security Officer 12:00 am to 11:59 pm, 7 days per week	\$27.70	\$39.71	\$4653.60
County Site: 976 N. Pacific Highway, Woodburn, OR 97071 (28 HPW) 1 Security Officer 4:00 pm to 8:59 pm, 7 days per week	\$27.70	\$39.71	\$775.60
County Site: 3876 Beverly Avenue NE, Salem, OR 97305, Bldg. G (65 HPW) 1 Security Officer 7:00 am to 8:00 pm, Monday through Friday	\$27.70	\$39.71	\$1800.50
County Site: 3878 Beverly Avenue NE, Salem, OR 97305, Bldg. H (65 HPW) 1 Security Officer 7:00 am to 8:00 pm, Monday through Friday	\$27.70	\$39.71	1800.50
County Site: 3867 Wolverine Street, Salem, OR 97305, Bldg. F (65 HPW) 1 Security Officer 7:00 am to 8:00 pm, Monday through Friday	\$27.70	\$39.71	\$1800.50
County Site: 2045 Silverton Road NE, Salem, OR 97301 (12.5 HPW) 1 Security Officer 5:00 am to 5:30 pm (to 7:30 if needed, Monday. (14.5 HPW) 1 Security Officer 5:00 am to 7:30 pm, Tuesday. (12.5 HPW) 1 Security Officer 5:00 am to 5:30 pm (to 7:30 if needed, Wednesday. (14.5 HPW) 1 Security Officer 5:00 am to 7:30 pm, Thursday. (12.5 HPW) 1 Security Officer 5:00 am to 5:30 pm, Friday. (7 HPW) 1 Security Officer 6:30 am to 1:30 pm, Saturday	\$27.70	\$39.71	\$2035.95
County Site: 3180 Center Street NE, Salem, OR 97301 (Vehicular Patrol) Two 20 minute patrol stops between 8:00 pm to 5:30 am, 7 days per week. Weekly Cost Estimate: \$490.00	\$27.70	\$39.71	\$490

Alarm response for between 8:00 pm and 5:30 am will be \$50.00 per alarm response (site checks as soon as possible for suspicious activities when alarm is triggered and call the police as needed)			
Should officer be required to remain on site because of an emergency or post order mandates, the officer shall remain until relieved by, or released by, either Marion County or a DPI Representative. The cost will be \$15.00 per 15 minutes on site.			

4. SERVICES

Unarmed security and patrol services shall include vehicular patrol site checks as well as security patrol and presence for a variety of locations, days and hours throughout the County.

4.1 Vehicular patrol services shall include but are not limited to the following:

- patrol twice a day during non-business hours
- be perceptive of unusual or suspicious conditions
- exterior door checks on all doors identified by County
- submission of weekly logs via email to primary contact identified by County every Monday regarding prior week’s site checks
- communication with County identified contact if security officer encounters a situation of possible trespassing, burglary, unlawful entry, etc., via open door, open window or broken window that may or may not result in police interaction
- interact professionally with County staff and clients

4.2 Unarmed security patrol services shall include but is not limited to the following:

- patrol during normal business hours
- on-site walking and monitoring of property
- be perceptive of unusual or suspicious conditions
- submission of weekly logs via email to primary contact identified by County every Monday regarding prior week’s site checks
- communication with County identified contact if security officer encounters a situation that results in police interaction
- interact professionally with County staff and clients
- perform door and site checks as soon as possible for suspicious activities when alarm is triggered and call the police as needed

4.3 Requirements for unarmed security officers performing services shall include, but are not limited to:

- mentally alert and capable of exercising good judgment
- emotional and mentally stable
- certification through the Department of Public Safety Standards (DPSST)
- completion of a minimum of 14 hours of training from DPSST
- proof of a national criminal background check completed by DPSST through the FBI
- have no record of criminal convictions and pass a Criminal History Check at the Oregon
- State Police level
- present a professional appearance in company provided uniform. At a minimum, Security Officer shall present in a jacket or shirt with company markings
- endorses the Oregon Department of Public Safety Standards and Training and the Private
- Security Professional Code of Ethics
- not be involved or have immediate family members as clients with Marion County
- possess good people skills.
- read, write, and communicate verbally in English
- be able to stand for a full shift, up to eleven (11) hours, (with appropriate authorized breaks).
- maintain an exceptional attendance record
- deal with and maintain a high degree of confidentiality
- have excellent interpersonal skills, and must work effectively with people of diverse
- backgrounds
- recognize problem situations and proactively research solutions
- be able to work in a team environment with County staff
- have training in areas identified but not limited to:
 - Sexual Harassment Prevention
 - Work Place Safety
 - De-escalating Confrontations
 - Officer Safety
 - Criminal Laws
 - Search and Seizure
 - Site Assessment

- Report Writing

Security services to be provided in accordance with all applicable federal, state and local law. Services to be performed in a timely manner in accordance with accepted industry standards applicable to the Security industry.

*Flexibility of the time period and number of site checks may be needed after review of activity around the location.

5. AUTHORIZED PURCHASER PREMISES

Contractor and Contractor staff shall comply with all policies, rules, procedures, and regulations established by Authorized Purchaser for access to and activities in and around premises controlled by Authorized Purchaser.

6. COMPENSATION

6.1 Method of Payment:

- 6.1.1. Authorized Purchaser will pay Contractor for the actual Services performed under this WOC according to the Fixed Price amount(s) established in this WOC. The Fixed Price amount(s) includes all labor costs, overhead, profit, and may include expenses (if travel or other expenses are approved). The Fixed Price amount(s) must not include any unallowable indirect or direct costs, including travel which must be based on the allowable travel and lodging rates identified in this Attachment D-2.
- 6.1.2. The Fixed Price amount(s) are subject to the Price Agreement.
- 6.1.3. Contractor shall complete all Services as defined in this WOC. If the applicable compensation is exhausted, but Services are not complete, Contractor shall complete the Services to Authorized Purchaser's satisfaction without additional compensation.
- 6.1.4. Contractor acknowledges and agrees that the Fixed Price is only due and payable for work authorized by Authorized Purchaser and satisfactorily completed by Contractor.

ESTIMATED TOTAL NOT-TO-EXCEED (NTE) AMOUNT: \$800,000.

6.2 Payment Options

- 6.2.1. Payments will occur only after Authorized Purchaser has determined that Contractor has completed, and Authorized Purchaser has accepted, the required Services for which payment is sought via a properly submitted and correct invoice.
- 6.2.2. Authorized Purchaser will pay Contractor amounts due under this WOC based on Contractor's monthly invoices, up to this WOC's NTE or Fixed-Price amount, upon Authorized Purchaser's acceptance and approval of all Services required under this WOC.

6.3 Travel

The Fixed Price amount(s) in this WOC includes all travel, lodging, per diem, and mileage expenses. Authorized Purchaser will not reimburse Contractor separately for travel-related costs.

6.4 Invoicing

Contractor shall prepare invoice(s) as follows:

6.4.1. Contractor shall submit invoices electronically via email to the following address:

Authorized Purchaser Name:
Marion County Health & Human Services
Attn: Rhett Martin
Street Address: 3180 Center St NE
City, State, Zip: Salem, OR 97301
Email: wmartin@co.marion.or.us

6.4.2. Each invoice must state:

- The WOC number: HE-5503-23
- A detailed description of Services performed
- Dates Services were performed
- Rate or rates for Services performed
- The total amount due and the payment address.

6.5 Contractor shall submit an invoice requesting payment for the full Fixed-Price amount.

6.6 If Contractor fails to present invoices in proper form within 60 calendar days after the end of the month in which Services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor.

6.7 Payment Terms

Payment will be made to Contractor no later than 45 calendar days from receipt of invoice completed in conformance with all contractual requirements. Authorized Purchaser will endeavor to notify Contractor within 10 business days of receipt of invoice regarding any necessary revisions or corrections to the invoice. If revisions are necessary, payment will be made no later than 45 calendar days from receipt of the revised invoice. Any interest for overdue payment will be in conformance with Oregon law. Any overdue payments to Contractor by Authorized Purchaser for an approved invoice are subject to ORS 293.462.

6.8 Deficiency; Corrective Work

If Authorized Purchaser, in its sole discretion, determines that the Services were deficiently performed, Authorized Purchaser shall notify Contractor in writing of the deficiency. Within 7 calendar days (unless a different timeframe is agreed to by the parties) of receipt of the deficiency notification, Contractor shall respond to Authorized Purchaser outlining how the deficiency shall be corrected. Contractor shall correct any deficiencies in the Services to Authorized Purchaser's satisfaction without further compensation. If resolution is not achieved, Authorized Purchaser may withhold other payments until deficiencies have been corrected to the standard of care for such Services. Authorized Purchaser shall not unreasonably withhold payment.

6.9 Payment Reduction

Authorized Purchaser, in its sole discretion, may reduce the payment for Services by withholding the inaccurate or improper amounts from any future payment to Contractor, withholding the inaccurate or improper amounts from final payment to Contractor, or may use any other means to seek recovery of already paid but improperly calculated amounts.

6.10 Insurance

Insurance is established in the Price Agreement 8349, Attachment C – Insurance.

EXHIBIT B**CONTACT INFORMATION FOR THE PARTIES**

<p>CONTRACTOR CONTACT Company Name: DePaul Industries Person Name: Travis Pearson Title: CEO / President Address Street: 4950 N.E. Martin Luther King Jr. Blvd City State Zip: Portland, OR 97211 Phone: 503-281-1289 Fax: 503-284-0718 Email: tpearson@thedpigroup.com</p>	<p>AUTHORIZED PURCHASER CONTACT Person Name: Sarah Ortiz Title: Contract Specialist Address Street: 3180 Center Street NE City State Zip: Salem, OR 97301 Phone: 503-584-4898 Cell: N/A Email: sortiz@co.marion.or.us</p>
<p>CONTRACTOR CONTRACT ADMINISTRATOR Company Name: DePaul Industries, Inc. Person Name: Larry Welty Title: President Security Services Address 4950 NE MLK Jr Blvd City State Zip: Portland, OR 97211 Phone: 503-519-3474 Fax: 503-284-0718 Email: lwelty@dpisecurity.com</p>	<p>AUTHORIZED PURCHASER CONTRACT ADMINISTRATOR Person Name: Mai Cao Title: Senior Admin Services Manager Address Street: 3180 Center Street NE City State Zip: Salem, OR 97301 Phone: 503-361-2648 Cell: N/A Email: mcao@co.marion.or.us</p>
<p>CONTRACTOR ACCOUNTS RECEIVABLE CONTACT Company Name: DePaul Industries, Inc. Person Name: Loretta Ryan Title: Accounting Specialist Address Street: 4950 N.E. Martin Luther King Jr. Blvd City State Zip: Portland, OR 97211 Phone: 503-331-3813 Fax: 503-284-0718 Email: lryan@thedpigroup.com</p>	<p>AUTHORIZED PURCHASER: ACCOUNTS PAYABLE Person Name: Fernanda Rebollo Title: Accounting Specialist Address Street: 3180 Center Street NE City State Zip: Salem, OR 97301 Phone: 503-588-5434 Cell: N/A Email: mrebollo@co.marion.or.us</p>

<p>CONTRACTOR ACCOUNT RECEIVABLE: Assignee for DePaul Industries & DePaul Services, Inc. PO Box 53146, Dept. 1043 Seattle WA 98124-5146</p> <p>Wells Fargo Bank, N.A. 420 Montgomery Street San Francisco, CA 94104 ABA#: 121000248 / Account #: 4797666153 For credit to Wells Fargo/Wells Fargo Business Credit For further credit to: DePaul Industries, Inc.</p>	<p>PURCHASER ONSITE CONTACT: Person Name: Rhett Martin Title: Division Director Address Street: 3180 Center Street NE City State Zip: Salem, OR 97301 Phone: 503-585-4978 Cell: N/A Email: wmartin@co.marion.or.us</p>
<p>OREGON FORWARD PROGRAM Person Name: Darvin Pierce Title: Program Coordinator Address Street: 1225 Ferry St SE, Suite U140 City State Zip: Salem OR 97301-4285 Phone: 971-718-6212 Email: Darvin.Pierce@das.oregon.gov</p>	<p>OREGON FORWARD PROGRAM Person Name: Rena Sawyer Title: Program Price Agreement and Contract Administrator Address Street: 1225 Ferry St SE, Suite U140 City State Zip: Salem OR 97301-4285 Phone: 503-507-1246 Email: Rena.Sawyer@das.oregon.gov</p>