

Contract Review Sheet

Contract #: BS-4484-21

Person Sending: **Toby Giddings** Department: **Business Services**

Contact Phone #: **x7561** Date Sent: **Wednesday, December 1, 2021**

☒ Contract ☐ Amendment# ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: Marion County Jail Program Logic Control (PLC) and Access Control Upgrades

Contractor's Name: **Stanley Convergent Security Solutions, Inc**

Term - Date From: **execution** Expires: **Dec 31, 2023**

Contract Total: **\$5,879,980.00** Amendment Amount: New Contract Total:

Source Selection Method: Cooperative Procurement (attach number) # Sourcwell 030421-SCS

Additional Considerations (check all that apply)

☐ Board Order#

☐ Incoming Funds

☐ Independent Contractor (LECS) approval date:

☐ Insurance Waiver (attach)☒ CIP# 20-0009 (required for all goods /software greater than \$5,000)☐ Feasibility Determination (attach approved form)☐ Federal Funds (attach sub-recipient / contractor analysis)☐ Reinstatement (attach written justification)☐ Retroactive (attach written justification)**Description of Services or Grant Award:**

Implementation of the the PLC system. This Phase replaces all access controls, cell doors, and exterior doors. As identified in the Exante 360 report, all doors and locks throughout the jail will be addressed in this Phase. In addition, a "Pass Through" in the door will be added to transfer food trays in and out of the cell and which lets the deputies handcuff without opening the door.

FOR FINANCE USE

Date Finance Received: _____ BOC Planning Date: _____ Date Legal Received: _____

Comments:

REQUIRED APPROVALS:

Finance - Contracts	Date	Risk Manager	Date
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Legal Counsel	Date	Chief Administrative Officer	Date
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Date ☐ To be filed ☐ Added to Finance Table

☐ Date _____ Returned to department for signature _____



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 12/8/21

Department: Business Services Agenda Planning Date: 12/2/21 Time required: 10

☐ Audio/Visual aids

Contact: Colleen Coons-Chaffins Phone: 503-373-4426

Department Head Signature:
CC Chaffins

TITLE Consider approval of contract BS-4484-21 with Stanley Convergent Solutions for the implementation of the Program Logic Controller (PLC), Access Control System, and Door Replacement project for the Jail, Transition Center, and Juvenile Detention Center

Issue, Description & Background

On November 27, 2019 Facilities invited five companies awarded an NJPA contract for Facilities Security Equipment Systems and Services with Related Equipment and Supplies to attend a pre-proposal & site visit at the Jail. Stanley Convergent Security Solutions was the only proposal received. On June 18, 2020 Marion County issued contract BS-3146-19 to begin the project. The design portion of the project was completed under BS-3146-19.

The remainder of the project will be completed under this contract which includes implementation of the PLC system. This Phase replaces all access controls, cell doors, and exterior doors. As identified in the Exante 360 report, all doors and locks throughout the jail will be addressed in this Phase. In addition, a "Pass Through" in the door will be added to transfer food trays in and out of the cell and which lets the deputies handcuff without opening the door.

The cell lock system is a pneumatic system that requires an air compressor to operate the locks. One benefit of this project is transitioning from the pneumatics to an all-electric system. Potentially the whole lock system could fail if a compressor issue cannot be immediately resolved.

The sally port doors on the interior of the jail are continuously open and closed with force to make sure they secure. Each door was evaluated to ensure we are addressing all the doors that need to be replaced.

Additionally included is the replacement of the exterior doors and frames that exit to the outside recreation yards which function as an emergency egress to evaluate the facilities.

Finally, all doors will be epoxy painted for more durable and longer lasting finish.

Financial Impacts: \$5,879,980.00 - CIP#20-009

Impacts to Department & External Agencies In addition to Business Services Facilities, other impacted agencies include the Jail, other law enforcement that use intake, and vendors servicing the jail operations. We have plans to minimize this by opening G-POD during the duration of the door and lock replacement in the pods.

Options for Consideration:

1. Approve contract BS-4484-21 with Stanley Convergent Solutions
2. Deny approval of the contract
3. Take no action



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Recommendation:

Business Services recommends the approval of contract BS-4484-21 to keep the jail security as reliable as we can. We feel the safety of all staff that operate in the jail will be compromised as time goes on if this upgrade isn't performed to the described statement of work. Not performing this project could cause significant security and safety risk as well as capacity issues as the door and lock systems continue to deteriorate.

List of attachments:

Contract BS-4484-21 and Exhibits, PO891516

Presenter:

Wesley Miller and Terry Stoner

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

Copies to:

Toby Giddings tgiddings@co.marion.or.us

**MARION COUNTY
CONTRACT FOR SERVICES
BS-4484-21**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Stanley Convergent Security Solutions, Inc. a Delaware Corporation, hereinafter called Contractor.

Contractor submitted a successful proposal in response to a Request for Proposal (RFP#030421) issued by Sourcewell, and Marion County has satisfied the requirements of ORS279A.220 and is therefore authorized to use the Contractor for the Marion County Jail Program Logic Control (PLC) and Access Control Project.

- Statement of Work (Exhibit A)
- Special Requirements (Exhibit B)
- Security Assessment Findings & Recommendations (Exhibit C)
- Sourcewell Interstate Cooperative, 030421-SCS, Facility Security Systems, Equipment, and Software with Related Services (Exhibit D)
- Approach, Design, and Cost Estimate-Phase 1 (Exhibit E)
- Marion County Information Technology Standard Specifications are available for download at <https://www.dropbox.com/home/Marion%20County%20Business%20Services>.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on December 31, 2023. The parties may extend the term of this Contract provided that Sourcewell interstate cooperative 030421-SCS allows.

2. CONSIDERATION

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$5,879,980.00. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES

A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
- ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT

Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE

Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, 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.

10. REPORTING REQUIREMENTS

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS

A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant, or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant, or person.

B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. 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 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION

This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract 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.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD-PARTY BENEFICIARIES

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE

This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES

In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ **Required by County** ☒ **Not required by County.**

☐ \$2,000,000 Per occurrence limit for any single claimant; and

☐ \$5,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Information Technology Director and Risk Manager

iv. **COMMERCIAL GENERAL LIABILITY.** Covering bodily injury, death, and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

☐ \$500,000 Per occurrence limit for any single claimant

☐ \$1,000,000 Per occurrence limit for multiple claimant

v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

Minimum Limits:

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

24. NOTICE

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

Pat Hickock, General Manager
Stanley Convergent Security
8350 Sunlight Drive
Fisher, IN 46037
Phone: 317-572-1925
pat.hickock@sbdinc.com

To County

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the [date of Closing of [bids/proposals] for/effective date of] this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any [Goods/Items/Equipment/Components/Hardware/Software/Intellectual Property Rights, etc.] [delivered to/granted to] the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair

Date

Commissioner

Date

Commissioner

Date

Authorized Signature: _____

CC Chaffins

12-1-21

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

STANLEY CONVERGENT SECURITY SIGNATURE

Authorized Signature: _____

Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION. In general, the security systems at the Jail, Transition Center, and Juvenile Detention facilities are functional; though composed of disparate systems primarily due to technology advancements applied to the various sections of the facilities as they have been opened and utilized.

At the completion of this Project, the County shall have a fully designed and successful operation of a Program Logic Controller (PLC) and Access Control Systems as described in the security assessment and findings (Exante360 Exhibit C) for the Marion County Jail, Transition Center, and Juvenile Detention Center.

The design portion of this project was completed under contract BS-3146-19. The remainder of the project will be completed in Phase 1 and Phase 2 of this contract.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor agrees to perform, to the satisfaction of the County, the “Work” means the installation with all phase elements incorporated within the design completed under BS-3146-19. This includes but is not limited to Door Access Control Systems upgrade and installation, intercom system, replacement of doors, frames, locks, and hardware at jail only, and any related services required by or reasonably inferred by the Contract documents and included 3rd party reports, attached hereto as Exhibit E (“Proposal”) and incorporated by this reference herein. The Work whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, and all other services, management, necessary to fulfill the Contractor’s duties herein within the term of the Contract.

i. SITE LOCATIONS

- Jail, 4000 Aumsville Hwy, SE Salem OR
- Transition Center, 3950 Aumsville Hwy, SE Salem OR
- Juvenile Detention Center, 2970 Center Street, NE, Salem OR

ii. The project will include but is not specifically limited to the following tasks and phases:

PHASE 1: PRELIMINARY DESIGN – The PLC Upgrade projects at the Marion County Jail will consist of the software and implementation of the replacement system. The new system will be ready to deploy, and full as-built documentation will be turned over at the completion of the project. We will plan on numerous design meetings during the duration of the project, these meetings will be a mix of virtual and onsite.

PHASE 2: FINAL DESIGN AND IMPLEMENTATION – Contractor shall perform the Services and deliver the Deliverables according to this Contract including the Acceptance Criteria. Contractor represents and warrants to County that through the expiration of the term of

the Contract all Products and Services delivered by Contractor to County shall materially conform to the Acceptance Criteria set forth in this Contract, including the Statement of Work and any Documentation provided by Contractor and shall be free from error or defect that materially impairs their use, and shall be free from defects in materials, workmanship, and design.

Implementation of the Program Logic Controllers (PLCs), door replacements, door hardware, and locks for Marion County Jail will include the following parts:

- Replacement of wood doors
- Replacement of glass and glazing
- Replacement of wood door security hinges
- Replacement of security hardware
- Replacement of security hollow metal sliding doors
- Replacement door control headend
- Research and document existing pathways
- Remove existing pneumatic tubing and existing control wire/cable
- Supply, pull and terminate new control wire/cable
- Termination at new door locks

Included Options

- Change wood doors to security hollow metal doors
- Add food pass door and food pass door hardware to security hollow metal doors
- Replace additional doors, locks, and frames (per site visit)
- Add epoxy finish paint to all metal doors and frames

Marion County Juvenile Department & Transition Center

- Installation of intercom system and PLC Touch Screen
- Final testing of intercom system and PLC Touch Screen

Training – As part of the implementation the Contractor is responsible to provide training to select staff to appropriately support, use and administer the PLC and its various features after implementation. Contractor shall provide a support person for selected staff to contact long-term in the event of significant issues.

Warranty – All hardware, software, and installation are warranted for one (1) year with access to 24/7 on-call engineering support line.

Optional Ongoing Service Agreements to the County based on selected level at additional cost.

a. DESIGN AND PROJECT SCHEDULE

Contractor agrees to provide to the County a complete Project Schedule outlining the timelines and schedule of values within the time specified in the Contract.

b. PROJECT PHASES & COST ESTIMATE

TABLE 1

Phase 1	Installation of PLC & Intercom System to integrate into existing controlled items and allow for future phase expansion (including Juvenile & TC).	Proposed Cost \$365,215.00
		Completion Date June 30, 2022
Phase 2	Final design and installation of jail doors, door hardware and locking systems at jail, implementation and testing of PLC and Intercoms at Jail, Juvenile, and Transition Center.	Proposed Cost \$5,514,765.00
		Completion Date December 31, 2023

TABLE 2

Task/Phase	Phase 1	Phase 2
Review of Design and Approval by County	X	
Design and cost estimate for Jail's pneumatic door	X	
Installation of PLC system in Jail, new PLC and Touch screen system	X	
New PLC control replacement at Transition Center	X	
New PLC control replacement at Juvenile	X	
Cost Estimate of Intercom replacement at the Jail	X	
Installation of intercom system at the Jail, Transition, and Juvenile	X	
Implementation of camera integration to new PLC Controls		X
Installation of replacement door locks at Jail		X

iii. DELIVERABLES

Contractor shall prepare, review for compliance with the Contract Documents, approve, and submit to the County drawings, product data, samples, and submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in activities of the Sheriff's Office or of separate contractors.

The following is the list of expected items to be delivered in Phase 1 through a 2-step process. Step one would be the PLC design and Owner review with step 2 being an onsite verification of existing systems and conditions before completion of the remaining deliverables.

- a. Complete PLC design so all existing systems (door controls, intercoms) and future upgrades will work with installed system
- b. Complete design for Door Access Control Upgrade, including cost estimate
- c. At Jail only, complete design for Cell Door, Lock & Key system replacement which would include replacement of the pneumatic locks, including cost estimate
- d. Installation and system setup of PLC and intercom system at the 3 locations identified
- e. Contractor shall submit, at least ten (10) days prior to submission of its first application for payment, a schedule of costs ("Schedule of Costs") for the contracted Work.

iv. PROJECT MANAGEMENT.

The Contractor and the County Team will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule, and deliverables. The Contractor will organize and manage the consultant project team and coordinate with the County Team.

v. PROJECT COORDINATION.

Contractor shall confine equipment, storage of materials, and operation of Work to the limits authorized by the County. Contractor shall follow the instruction regarding use of premises, if any.

Contractor is responsible to protect and maintain the Work and to mitigate any adverse impacts to the project, including those caused by authorized changes, which may affect cost, schedule, or quality.

Contractor is responsible for the actions of all its personnel, laborers, suppliers, and Subcontractors on the project. The Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Work. The Contract shall not permit employment of persons who are unfit or unskilled for the tasks assigned to them.

vi. ADMINISTRATION OF THE CONTRACT.

The County reserves the right to perform other or additional work at or near the project site with other forces than those of the Contractor. If such work takes place within or next to the project site, contractor will coordinate work with the other contractors or forces, cooperate with all other contractors or forces, carry out the Work in a way that will minimize interference and delay for all forces involved, place and dispose of materials be used so as not to interference with the operations of another, and join the work with the work of the others in an acceptable manner and perform it in proper sequence to that others.

vii. WARRANTIES.

The Contractor warrants to the County that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will conform to the requirements of the contract Documents. "Go-Live Period" shall be defined as the event when all installation is complete and testing phase begins. Go-Live Period testing and support shall continue for 30 days after receiving written approval by County for commencement of Go-Live Period. Upon completion of Go-Live Period, County shall either issue written Final Acceptance or notice of defect. Contractor shall be allowed a period of no longer than thirty (30 days) after Final Acceptance or notice of defect to remedy of the work, or for completion of defective work, unless otherwise agreed.

Neither the final payment nor any provision of the Contract Documents shall not relieve the Contractor from responsibility for defective work and, unless a longer period is specified, Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Final Acceptance by the County except for latent defect which will be remedied by the Contractor at any time they become apparent. If Contractor fails to complete the warranty work within such period as Owner determines reasonable, or at any time

in the event of warranty work consisting of emergency repairs, Owner may perform such work and Contractor shall reimburse Owner all costs of the same within ten (10) Days after demand without affecting Contractor's obligations. Except for any warranties agreed upon in this Contract, Contractor makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade, or profession.

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

Stanley Convergent Security

Steve Baker, Sales Engineer

8350 Sunlight Drive

Fishers, IN 46037

Phone: (317) 572-2118

steve.baker@sbdinc.com

Marion County

Wesley Miller, Project Coordinator

P.O. Box 14500

Salem, OR 97309

Phone: (503) 584-4763

wmiller@co.marion.or.us

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$5,879,980.00.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor the amounts specified for each of the following deliverables and Goods that County has accepted provided in Table 2.

B. BASIS OF PAYMENT FOR SERVICES. – Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County’s approval of Contractor’s invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods. Payments shall be based upon estimates of Work completed and the Schedule of Costs. All payments shall be approved by the Key Person or designee. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defect therein. Final payment is due thirty (30) days after Final Acceptance of the work, or the date the system is placed in service. Liquidated or delay damages will not apply to this Contract.

C. EXPENSE REIMBURSEMENT. No Expense Reimbursement - County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County’s satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County’s Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor. Contractor shall submit monthly invoices for Services performed. To be processed for payment, the invoice shall include the follow basic information:

- i. Invoice date
- ii. Date range during which the Services being invoiced for were provided
- iii. The last invoice submitted on the Project must be clearly labeled “Final Invoice”
- iv. Original Contract total, not to exceed amount broken out by location and phase
- v. Paid to date showing the amounts submitted for prior to the current invoice (regardless of payment status)
- vi. Balance remaining after receipt of payment for the current invoice.

Marion County
MCBS-billing@co.marion.or.us

EXHIBIT B

SPECIAL REQUIREMENTS FOR THIS CONTRACT

1. SUMMARY OF WORK

The work contemplated under this Contract includes all labor, materials, transportation, equipment and services for, and incidental to, the completion of the construction work in connection with project described in the Contract Documents. The Contractor shall perform all Work necessary so that the project can be legally occupied and fully used for the intended use as set forth in the Contract Documents.

2. CHANGES IN WORK

Either the County or Contractor may initiate a request for proposed changes to Work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The Contractor must then sign the form and submit it to the authorized representative for approval and authorization.

It is mutually agreed that changes in Plans, quantities, or details of construction are inherent in the nature of construction and may be necessary or desirable during the course of construction. Within the general scope of this Contract, the County may at any time, without notice to the sureties and without impairing the Contract, require changes consistent with this Section. All Change Order Work shall be executed under the condition of the Contract Documents. Such changes may include, but are not limited to:

- i. Modification of specifications and design.
- ii. Increase or decrease in quantities.
- iii. Increases or decreases to the amount of Work.

B. Minor Changes in the Work

The County may, at its discretion, issue supplemental instructions authorizing minor changes in the Work informed under the Project, so long as the changes do not involve adjustment to the Contract sum or the Contract time. These minor changes may include details to clarify the work to be performed. Via email or letter, the Contractor must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.

C. Amendments

This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and Marion County policy and procedures. No amendment shall bind either party unless in writing and signed by both parties.

3. SECURITY REQUIREMENTS

Contractor shall provide contact information on each of Contractor's employees that will need to have access to the Jail or any other Jail campus buildings. Each employee will be required to pass a CJIS background check and attend training specific to working inside the Jail. Training will include security as well as compliance with PREA (Prison Rape Elimination Act).

Contractor shall check in with County security staff at the beginning and end of each shift and comply with all security requests. The Contractor will only be allowed to bring tools and equipment into the Jail that are absolutely necessary to complete the work required. A detailed list of tools will be provided and checked before entering the security perimeter of the Jail and again when exiting to make sure everything is accounted for.

Contractor will be escorted by security staff or facilities staff as needed to comply with all required security provisions issued by County. If housing units are occupied while work is being performed both security and facilities staff will need to be present. County shall be responsible for building and inmate security. Contractor shall comply with all required security provisions issued by County.

Unilateral Non-Disclosure Agreement

Time Periods. The Term of this Agreement shall be from the date of the last signature until one year after that date. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold the Project in confidence shall remain in effect until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement.

Effective Date: December 12, 2019

4. PAYMENT PROCEDURES

A. PERFORMANCE BOND and PAYMENT BOND

The Contractor shall be required to furnish a performance Bond and a Payment Bond each in the total amount (100%) of the awarded Contract, executed in favor of Marion County, to ensure faithful performance of the Contract and payment for services and goods.

B. PREVAILING WAGE REGULATION

This Contract may be subject to Prevailing Wage Regulations. If so, this Contract will be subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wage rates set forth in the following booklet, as amended, which is incorporated herein by this reference and with the same force and effect as though fully set forth herein, and is available at the following web link:

https://www.oregon.gov/boli/WHI/PWR/Pages/pwr_state.aspx

- Prevailing Wage Rates for Public Works Contracts in Oregon issued October 1, 2019.
- Prevailing Wage Rates Apprenticeship rates issued October 1, 2019.

The Work will take place in Region 3, Marion County.

5. JOB SITE CONDITIONS

A. USE OF PREMISES

Contractor shall confine equipment, storage of materials and operation of Work to the limits indicated by the Contract Documents, law, ordinance, permits or direction of the County. Contractor shall follow the County's instructions regarding use of premises, if any.

B. CLEANING UP

From time to time as may be ordered by the County, the Contractor shall at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. If Contractor fails to do so within twenty-four hours after notification by the County the work may be done by others and the cost charged to the contractor and deducted from payment due the Contractor.

C. PROTECTION OF WORKERS, PROPERTY, AND PUBLIC

Contractor shall maintain continuous and adequate protection of all the Work from damage, and shall protect the Contract Administrator, workers and property from injury or loss arising in connection with this contract.

6. MARION COUNTY INFORMATION TECHNOLOGY STANDARDS

Marion County Information Technology Standard Specifications are available for download at <https://www.dropbox.com/home/Marion%20County%20Business%20Services>

7. CONTRACT CLOSEOUT

A. RECORD DRAWINGS

As a condition of final payment, Contractor shall comply with the following: Contractor shall provide to County, three sets of Record Documents (As-built) of the entire project. Record documents shall depict the project as construction and shall reflect each and every change, modification, and deletion made during the construction. Record Documents are part of the Work and shall be provided prior to the County issuance of final payment. Record Documents include all modifications to the Contract Documents unless otherwise directed. As-built drawing shall be in AutoCAD format.

B. OPERATION AND MAINTENANCE MANUALS

As part of the Work, Contractor shall submit three completed operations and maintenance manuals ("O & M Manuals") and one (1) digital copy for review by the County prior to submission of any payment request for more than 75% of the Work. No payments beyond 75% will be made by the Owner until the "O & M Manuals have been received. The O & M Manuals shall contain a complete set of all submittals, all product data as required by the specifications, training information, phone list of consultants, manufacturers, installer and suppliers, manufacturer's printed at a, record and shop drawings, schematic diagrams of systems, appropriate equipment indices, warranties and bonds. The County shall review and return one O & M Manual for any modifications or additions required.

C. TRAINING

As part of the Work, and prior to submission of the request for final payment, the Contractor shall schedule with the County, training sessions for all equipment and systems. Contractor shall schedule training sessions at least four weeks in advance of the date of training to allow County personnel adequate notice. The O & M Manual shall be used as a basis for training. Training shall be a formal session, held after the equipment and or system is completely installed and operational in its normal operating environment.

D. EXTRA MATERIALS

As part of the Work, Contractor shall provide spare parts, extra maintenance materials, and other materials or products in the quantities specified in the specifications, prior to final payment.

E. WARRANTY PERIOD

All hardware, software, and installation are warranted for one (1) year. During this one (1) year warranty period the County will have access to Contractors 24/7 On-call Engineering Support Line.



MARION COUNTY FINANCE DEPARTMENT

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

Purchase Order		
Purchase Order No	Revision	Page
891516	3	1
Ship To: Marion County Facilities MGT Bldg D Warehouse 3990 Aumsville HWY SE Salem, OR 97317		
Bill To: Marion County Facilities MGT PO BOX 14500 Salem, OR 97309-5036 United States		

STANLEY CONVERGENT SECURITY SOLUTIONS INC

8350 SUNLIGHT DR STE 200
FISHERS, IN 46037 United States

Customer Acct No	Supplier No 559052	Order Date / Buyer 07-OCT-20 T Toney	Revised Date / Buyer 24-NOV-21 T Toney
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	<p>Purchase Agreement</p> <p>Effective From: 18-JUN-20 To: 30-JUN-23</p> <p>Amount Agreed:</p> <p>EMAIL INVOICES TO: MCBS-BILLING@CO.MARION.OR.US</p> <p>DEPARTMENT CONTACT: Facilities Manager</p> <p>PHONE NUMBER: 503-576-7164</p>					
	\$6,274,080.00					
Total						\$6,274,080.00

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: _____

Camber Schlegel
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.