

Contract Review Sheet

Purchase Order

HE-5395-23 - Am4Title: Drug TestingContractor's Name: Redwood Toxicology LaboratoryDepartment: Health and Human ServicesContact: Kristina BallowAnalyst: Sandra FixsenPhone #: (503) 588-5409Term - Date From: May 24, 2023Expires: December 1, 2029Original Contract Amount: \$ 500,000.00 Previous Amendments Amount: \$ 400,000.00Current Amendment: \$ 700,000.00 New Contract Total: \$ 1,600,000.00 Amd% 220%Outgoing Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☒ Amendment greater than 25%Source Selection Method: 10-0400 CooperativeCooperative#

Description of Services or Grant Award

Marion County Health & Human Services is requesting Purchase Order approval for drug testing services with Redwood Toxicology Laboratory, Inc.

Amendment 1 - add funds of \$100,000.00

Amendment 2 - add funds of \$300,000.00 and extend term

Amendment 3 - replace cooperative with new master agreement #101425-RTL. expires on 12/1/2029

Amendment 4 - add funds of \$700,000.00

Desired BOC Session Date: 9/30/2026Contract should be in DocuSign by: 9/9/2026Agenda Planning Date: 9/17/2026Printed packets due in Finance: 9/15/2026Management Update: 8/18/2026BOC upload / Board Session email: 9/16/2026BOC Session Presenter(s) Carol HeardCode: Y

REQUIRED APPROVALS

09/01/2026

Finance - Contracts

Date



Kristina Ballow (Sep 1, 2026 12:20:02 PDT)

09/01/2026

Contract Specialist

Date



Jennifer Rogers (Sep 1, 2026 14:44:52 PDT)

09/01/2026

Legal Counsel

Date



Jan Fritz (Sep 2, 2026 09:15:38 PDT)

09/02/2026

Chief Administrative Officer

Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 9/30/26

Department: Health & Human Services

Title:

Drug Testing

Management Update/Work Session Date: 8/18/26 Audio/Visual aids ☐

Time Required: 10 Contact: Kristina Ballow Phone: 503-588-5409

Requested Action:

Marion County Health & Human Services is requesting Purchase Order approval of Amendment four for drug testing services with Redwood Toxicology Laboratory, Inc.

Issue, Description
& Background:

Drug testing services provided by Redwood Toxicology Laboratory, Inc. for Marion County Health & Human Services under the Sourcewell Cooperative Agreement #101425-RTL. Amendment four adds \$700,000.00.

Financial Impacts:

Health and Human Services anticipates no financial impact to other departments.

Impacts to Department
& External Agencies:

NA

List of attachments:

Amendment 1-3, Original

Presenter:

Carol Heard

Department Head
Signature:

Troy Gregg
Troy Gregg (Sep 1, 2026 13:50:45 PDT)



MARION COUNTY FINANCE DEPARTMENT

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

REDWOOD TOXICOLOGY LABORATORY
PO BOX 5680
SANTA ROSA, CA 95402-5680
UNITED STATES

Purchase Order		
Purchase Order No	Revision	Page
912311		
Ship To: Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		
Bill To: Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No	Order Date / Buyer Kristina Ballow	Revised Date / Buyer Kristina Ballow
Payment Terms Immediate	Ship Via Best Method	F.O.B Destination	
Freight Terms	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CONTRACT PURCHASE AGREEMENT Drug Testing Services Contract Expire 2/15/2026		1			\$500,000
2	Amendment 1 to Purchase Request for additional funds Purchase Agreement Effective From: 21-APR-23 To: 15- FEB-26		1			\$100,000
3	Amendment 2 to Purchase Request to add funds and extend term to 15-Feb-27		1			\$300,000
4	Amendment 3 for rate change by 3.5% as of 07/01/2026. Exp. 12/1/2029 Sourcewell Solicitation #RFP 101425- RTL		1			\$0
5	Amendment 4 to Purchase Request for additional funds		1			\$700,000
					Total	\$1,600,000

INSTRUCTIONS TO VENDOR

- Please direct any questions concerning this purchase order to invoiced department.
- Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
- Separate invoices must be submitted for each Purchase Order.
- Do not overship or substitute.
- If you cannot supply the items requested, please notify issuing authority at once.

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 the 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 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 immediately and without prior notice for any of the following reasons: (1) If the Contractor 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; (2) If the Contractor fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract; (3) Failure of the Contractor to comply with the provisions of this PO and all applicable federal, state, and local laws and rules; (4) Expiration of applicable cooperative agreement. Any 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 Contractor 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.

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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.

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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.

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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.

20. TERMS: Performance by Contractor under this PO or acceptance of payment by Contractor under this PO constitutes acceptance of these Marion County Terms and Conditions. The terms in this PO take precedence over any other terms.

**SIGNATURE PAGE FOR
DRUG TESTING - HE-5395-23
between
MARION COUNTY and REDWOOD TOXICOLOGY LABORATORY**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair	Date
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Commissioner	Date
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Commissioner	Date
--------------	------

Authorized Signature: <u><i>Troy Gregg</i></u> Troy Gregg (Sep 1, 2026 13:50:45 PDT)	09/01/2026
Department Director or designee	Date

Authorized Signature: <u><i>Jan Fritz</i></u> Jan Fritz (Sep 2, 2026 09:15:38 PDT)	09/02/2026
Chief Administrative Officer	Date

Reviewed by Signature: <u><i>Jennifer Rogers</i></u> Jennifer Rogers (Sep 1, 2026 14:44:52 PDT)	09/01/2026
Marion County Legal Counsel	Date

Reviewed by Signature: <u><i>Sandra L. Lisen</i></u>	09/01/2026
Marion County Contracts & Procurement	Date



MARION COUNTY FINANCE DEPARTMENT

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

REDWOOD TOXICOLOGY LABORATORY
PO BOX 5680
SANTA ROSA, CA 95402-5680
UNITED STATES

Purchase Order		
Purchase Order No	Revision	Page
912311		
Ship To: Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		
Bill To: Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No 508053	Order Date / Buyer Kristina Ballow	Revised Date / Buyer Kristina Ballow
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Freight Terms	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CONTRACT PURCHASE AGREEMENT Drug Testing Services Contract Expire 2/15/2026		1			\$500,000
2	Amendment 1 to Purchase Request for additional funds Purchase Agreement Effective From: 21-APR-23 To: 15-FEB-26		1			\$100,000
3	Amendment 2 to Purchase Request to add funds and extend term to 15-Feb-27		1			\$300,000
4	<u>Amendment 3 rate increase 3.5% effective 07/01/2026. Contract expires 12/1/2029 Sourcewell Solicitation #RFP 101425-RTL</u>		1			\$0
Total						\$900,000

INSTRUCTIONS TO VENDOR

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DRUG TESTING - HE-5395-23
between
MARION COUNTY and REDWOOD TOXICOLOGY LABORATORY, INC.**

MARION COUNTY SIGNATURES

Authorized Signature:	 <u>Troy Gregg (Jun 17, 2026 10:49:34 PDT)</u>	06/17/2026
	Department Director or designee	Date
Authorized Signature:	 <u>Jan Fritz (Jun 17, 2026 11:05:38 PDT)</u>	06/17/2026
	Chief Administrative Officer	Date
Reviewed by Signature:	 <u>Andrew Wittendorf</u>	06/17/2026
	Marion County Legal Counsel	Date
Reviewed by Signature:	 <u>Chelynn McDonald</u>	06/17/2026
	Marion County Contracts & Procurement	Date



MARION COUNTY FINANCE DEPARTMENT

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

REDWOOD TOXICOLOGY LABORATORY
PO BOX 5680
SANTA ROSA, CA 95402-5680
UNITED STATES

Purchase Order		
Purchase Order No	Revision	Page
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Customer Acct No	Supplier No 508053	Order Date / Buyer	Revised Date / Buyer K. BALLOW
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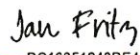
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**SIGNATURE PAGE FOR
DRUG TESTING - HE-5395-23
between
MARION COUNTY and REDWOOD TOXICOLOGY LABORATORIES, INC.**

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Not Present At Meeting

Chair		Date
		10/29/2025
Commissioner		Date
		10.29.2025
Commissioner		Date
Authorized Signature:	DocuSigned by:  7D28A787656F458	10/7/2025
	Department Director or designee	Date
Authorized Signature:	DocuSigned by:  DC16351248DE4EC...	10/7/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	Signed by:  60C98A6F708240B...	10/7/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	DocuSigned by:  C5F72231E6F54E3...	10/7/2025
	Marion County Contracts & Procurement	Date



CONTRACT EXTENSION

Contract Number: 011222-RTL

Sourcewell	and	Redwood Toxicology
202 12th Street Northeast		3650 Westwind Blvd
P.O. Box 219		
Staples, MN 56479		Santa Rosa, California
(Sourcewell)		(Vendor) 95403-1066

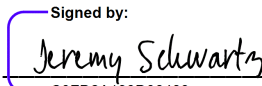
have entered into Contract Number: 011222-RTL
for the procurement of: Lab Services and Testing with Related Products and Supplies

The Contract has an expiration date of 2026-02-15 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2027-02-15 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:


C0FD2A139D06489

Authorized Signature

Jeremy Schwartz

Name

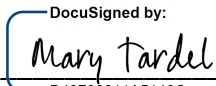
Chief Operating and Procurement Officer

Title

9/8/2025 | 4:54 PM CDT

Date

DocuSigned by:


D43702611A5146C...

Authorized Signature

Mary Tardel

Name

General Manager, Government Service

Title

9/9/2025 | 11:53 AM PDT

Date



MARION COUNTY FINANCE DEPARTMENT

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

REDWOOD TOXICOLOGY LABORATORY
PO BOX 5680
SANTA ROSA, CA 95402-5680
UNITED STATES

Purchase Order		
Purchase Order No	Revision	Page
Ship To: Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		
Bill To: Marion County Health and Human Services 3160 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No	Order Date / Buyer	Revised Date / Buyer K. BALLOW
Payment Terms	Ship Via	F.O.B	
Freight Terms	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	CONTRACT PURCHASE AGREEMENT Drug Testing Services Contract Expire 2/15/2026		1			\$500,000.00
2	Amendment 1 to Purchase Request for additional funds Purchase Agreement Effective From: 21-APR-23 To: 15-FEB-26		1			\$100,000.00
Total						\$600,000.00

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

DocuSigned by:

Authorized By:

C5F72231E6F54E3

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.

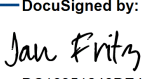
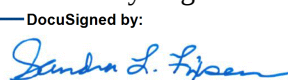
17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

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.

**SIGNATURE PAGE FOR
DRUG TESTING - HE-5395-23
between
MARION COUNTY and REDWOOD TOXICOLOGY LABORATORIES, INC.**

MARION COUNTY SIGNATURES

Authorized Signature:	DocuSigned by:  7D28A787656F458...	8/12/2025
	Department Director or designee	Date
Authorized Signature:	DocuSigned by:  DC16351248DF4EC	8/13/2025
	Chief Administrative Officer	Date
Reviewed by Signature:	DocuSigned by:  AFD8EB7C0923416	8/12/2025
	Marion County Legal Counsel	Date
Reviewed by Signature:	DocuSigned by:  C5F72234E6F54E3...	8/12/2025
	Marion County Contracts & Procurement	Date



MARION COUNTY FINANCE DEPARTMENT

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

REDWOOD TOXICOLOGY LABORATORY
PO BOX 5680
SANTA ROSA, CA 95402-5680
UNITED STATES

Purchase Order		
Purchase Order No	Revision	Page
912311		
Ship To: Marion County Health and Human Services 3180 Center St NE Salem, OR 97301 United States		
Bill To: Marion County Health and Human Services 3180 Center St NE Salem, OR 97301 United States		

Customer Acct No	Supplier No 508053	Order Date / Buyer 4/21/23	Revised Date / Buyer M SAECHAO
Payment Terms	Ship Via	F.O.B	
Freight Terms	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
	CONTRACT PURCHASE AGREEMENT Drug Testing Services Contract Expire 2/5/2026					\$500,000.00
Total						\$500,000.00

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.

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 NOT VALID Unless Signed By Purchasing

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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.

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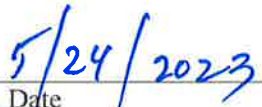
**SIGNATURE PAGE FOR
DRUG TESTING - HE-5395-23**

between

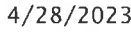
MARION COUNTY and REDWOOD TOXICOLOGY LABORATORY, INC.

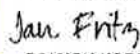
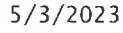
**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

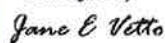
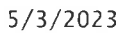
 
Chair Date

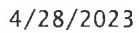
 
Commissioner Date

 
Commissioner Date

Authorized Signature:  
7D28A787050F458...
Department Director or designee Date

Authorized Signature:  
DC10351248DE4EC...
Chief Administrative Officer Date

Reviewed by Signature:  
D0CFC5B04B9F483...
Marion County Legal Counsel Date

Reviewed by Signature:  
C5B2F3DF257F444...
Marion County Contracts & Procurement Date

INTERSTATE COOPERATIVE CHECKLIST

Cooperative:	Sorucewell	Contract Start Date	4/2/2022
Title:	Redwood Toxicology Laboratory Inc	Contract Expiration Date	2/15/2026
Solicitation#	RFP-011222	Contract #	011222-RTL

Requirement	#	Question	Y/N	notes	guidance
279A.220(1)(a)	1	Was the solicitation and award process a manner substantially equivalent to those specified in ORS 279B.055 or 279B.060?	Yes		proceed to question 2
279A.220(1)(b)	2	Does the solicitation allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original solicitation? Upload the document or relevant pages into CMS and note in column G where this information can be found.	Yes	Request for Proposal, B. Use of Resulting Contracts	proceed to question 3
279A.220(1)(b)	3	Does the original contract allow other governmental bodies to establish contracts or price agreements under the terms, conditions, and prices of the original contract? Upload the document or relevant pages into CMS and note in column G where this information can be found.	Yes	Redwood Toxicology Laboratory-Contract Section #5-Participation, Contract Access. And Participating Entity Requirements	proceed to question 4
279A.220(2)(a)	4	Is Marion County specifically listed in the solicitation OR is Marion County a member of the cooperative group? Attach in CMS or link to demonstration of membership.	Yes	Sourcwell Membership	proceed to question 5
279A.220(2)(a)	5	Was the solicitation advertised in Oregon? Upload the advertisement document into CMS.	Yes	DJC Oregon	usable by MC
279A.220(2)(b)	6	Has Marion County advertised a notice of intent to establish a contract under the cooperative?	No		usable by MC

ORS 279A.200 (1)(d) "Interstate cooperative procurement" means a permissive cooperative procurement in which the administering contracting agency is a governmental body, domestic or foreign, that is authorized under the governmental body's laws, rules or regulations to enter into public contracts and in which one or more of the participating governmental bodies are located outside this state.

Examples: OMNIA Partners, Sourcwell, HGAC, NCPA

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

Marion County
Salem, OR

ID# 5253

Is this your organization?

Great news—your organization is already a Sourcewell participating agency! Using the account number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the supplier you wish to purchase from.

[Update your organization's information](#)

[Add a contact for your organization](#)

Need help?

Contact our dedicated Client Relations Team at service@sourcewell-mn.gov or 877-585-9706.

AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

LAB SERVICES AND TESTING WITH RELATED PRODUCTS AND SUPPLIES

Sourcewell; Bid Location Staples, MN, Todd County; Due 01/12/2022 at 04:30 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

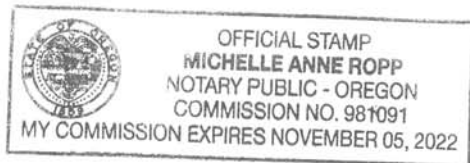
11/10/2021

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **10th** DAY OF **November**, 2021

Nick Bjork

Notary Public-State of Oregon



SOURCEWELL
LAB SERVICES AND TESTING WITH
RELATED PRODUCTS AND SUPPLIES
Proposals due 4:30 pm,
January 12, 2022

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Lab Services and Testing with Related Products and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 12, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Nov. 10, 2021. 12052377

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12052377
Client Reference No: