



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: July 15, 2026

Department: Business Services

Title: Sole Source Justification for MEDECO Keyway Locks & Access Controls

Management Update/Work Session Date: July 7, 2026 Audio/Visual aids []

Time Required: 10 min Contact: Tamra Goettsch Phone: x3200

Requested Action: Consider approval of the Sole Source Justification solicitation to establish a service contract with Oregon Lock & Access, Inc.

Issue, Description & Background: Business Services Facilities Management has utilized Oregon Lock & Access, Inc. to provide Medeco Keyway Access and Key Management Security Controls since 2001. Oregon Lock & Access, Inc. is the only sole-source provider with the key code access for Marion County. The restricted keyway access code is owned by Oregon Lock & Access, Inc. who is under contract with Medeco.

Financial Impacts: Total Contract \$250,000

Impacts to Department & External Agencies: No impact to departments and external agencies

List of attachments: Sole Source Determination, Request for Information, Brand Name Specification & Sample Contract

Presenter: Tamra Goettsch

Department Head Signature: [Handwritten Signature]

6/29/20



SOLE SOURCE DETERMINATION

BS1780-26

for

MEDECO Keyway Locks & Access Controls

1. PURPOSE

Marion County Business Services Department (County) is conducting a Sole Source Procurement pursuant to ORS 279B.075 and MCPCR 20-0275.

If approved, the County intends to award a contract to Oregon Lock & Access, Inc. for the MEDECO Keyway Access & Controls System. The initial term of the Contract is anticipated to be three (3) years with options to extend for additional periods up to a maximum of five (5) years.

2. BACKGROUND

This sole source justification applies to the purchase of MEDCO Security special keyway access system. Marion County has utilized the highly secure MEDECO Security Key Access & Security Locking Control Systems for more than 35 years. Since 2001, Oregon Lock & Access has provided the County with MEDCO Keyway Access & Control System as the only local authorized dealer.

Business Services is preparing to purchase MEDECO Keyway Access & Controls for County Owned and operated buildings. It is Business Services Administration's intent to award a contract to Oregon Lock & Access for services, by June 1, 2026. Services shall include tracking key locations, repairs, replacements of door hardware, installation of lock cylinders, mortise locks, exit devices, cabinet locks, door closures. Contractor shall provide MEDECO high security keys and keyway access to County Owned and Operated buildings as directed by the Business Services. Contract shall track quantities and descriptions of keys produced, track key locations of operations at the time of installation, repair or replace door hardware and install lock cylinders, supply lock cylinder, rekey systems alterations/generation and project system integration.

The estimated contract value is \$250,000.00. Oregon Lock & Access and Control Systems is the only local authorized representative for the MEDECO Keyway Access & Controls System and has proprietary ownership of MEDECO factory keys.

3. REQUIREMENTS

Pursuant to MCPCR 20-0275 The county may award a contract without competition as sole source procurement pursuant to the requirements of ORS 279B.075.

The County must determine that the goods or services, or class of goods or services, are available from only one source. The county's determination of a sole source must be based on written findings that may include:

- (a) The efficient utilization of existing goods or services requires the acquisition of compatible goods or services;
- (b) The goods or services required for the exchange of software or data with other public or private agencies are available from only one source;
- (c) The goods or services are for use in a pilot or an experimental project; or
- (d) Other findings that support the conclusion that the goods or services are available from only one source.

4. DETERMINATION AND FINDINGS

A. ORS 279B.075(2)(a)

The efficient utilization of existing goods or services requires the acquisition of compatible goods or services;

N/A

B. ORS 279B.075(2)(b)

That the goods or services required to exchange software or data with other public or private agencies are available from only one source;

N/A

C. ORS 279B.075(2)(c)

That the goods or services are for use in a pilot or an experimental project; or

N/A

D. ORS 279B.075(2)(d)

Other findings that support the conclusion that the goods or services are available from only one source.

This Special Procurement does not encourage favoritism in the continued awarding of public contracts or diminish competition because, while several sources can supply Medeco

products (keys and locks), Oregon Lock is the only authorized company that can provide the building security System that is proprietary to the County as noted in Attachment 1, Sole Source Letter from Oregon Locks.

i Request for Information

Request for Information BS1780-26 was issued on April 10, 2026, with a response due date of April 17, 2026, providing the public the opportunity to provide information regarding the availability of MEDECO Key Lock Systems & Access Controls through a provider other than Oregon Lock & Access, Inc. No responses were received as a result of this posting.

ii Brand Name Specification

A Brand Name Specification was completed and included with the Request for Information to demonstrate the findings that only MEDECO Key Lock Systems & Access Controls will meet the need of the Business Services Department.

5. REVIEW AND APPROVAL

**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date



REQUEST FOR INFORMATION

BS1780-26

for

MEDECO Keyway Locks & Access Controls

Release Date: **April 10, 2026**

Response Due Date: **April 17, 2026 4:00 pm PDT**

Submit questions and responses via the Marion County Procurement Collaboration Portal

<https://contracts-marioncountygcc.msapproxy.net/gateway/>

Instructions are listed in Section 7

Electronic copies of this RFP and attachments, if any, can be obtained from the Marion County Procurement Collaboration Portal at the URL listed above

1. INTRODUCTION

Marion County Business Services Department (County) is planning to award a Contract & Purchase Order to Oregon Lock & Access, Inc., for the purchase of the MEDECO Keyway Access & Controls System as a Sole-Source award. The County is required to demonstrate that these services are available from only one source. The County is seeking information from individuals, firms, teams, or consultants, with knowledge and experience related to this request.

2. BACKGROUND

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 347,818, stretches from the Willamette River to the Cascade Mountains, and encompasses nearly 1,200 square miles. Marion County has 20 cities, including the Oregon's capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven of which are headed by elected officials.

This sole source justification applies to the purchase of MEDCO Security special keyway access system. Marion County has utilized the highly secure MEDECO Security Key Access & Security Locking Control Systems for more than 35 years. Since 2001, Oregon Lock & Access has provided the County with MEDCO Keyway Access & Control System as the only local authorized dealer.

3. PURPOSE

This RFI is being issued to ensure that the services described in Section 2 are only available from one source, as stated in Section 1. If the responses or lack of responses from this RFI confirm these services are only available from one source, a Sole Source Contract & Purchase Order will be awarded in accordance with MCPCR 20-0275 and ORS 279B.075.

4. SPECIFICATIONS

Ongoing Service and Support of the MEDECO Keyway Access & Controls System.

5. FINDINGS

- A. MEDECO keyway system is a proprietary system designed and controlled by MEDECO Solutions and managed by an authorized dealer. The County currently uses three (3) different restricted keyways: MEDECO's conventional product "20" keyway, the Biaxial product "C3" keyway and the M3 "DA" keyway. MEDECO provides control of their restricted keys and lock cylinders through a patented protection contract between MEDECO and the distributors.

And

- B. Pursuant to MCPCR 20-0275(2)(d): Other findings that support the conclusion that the goods or services are available from only one source.

The MEDECO website for the state of Oregon reflects three (3) authorized dealers, but only Oregon Lock & Access maintains the restricted access code for the County. MEDECO provides a highly restricted, utility-patented keyway that will be assigned to the end user. Only authorized individuals, whose signatures are on file with the factory, can order and receive keys and key blanks. They are not readily available to the open market.

6. REQUEST

Submit a response to this RFI if you are able to provide the services described in section 2.

7. RESPONSE INSTRUCTIONS

- A. Log Into the Procurement Collaboration Portal
 - i Go to the Marion County Procurement Collaboration Portal which can be found at: <https://contracts-marioncountygcc.msapproxy.net/gateway/>
 - ii Sign In or Create an Account
 - iii Creating an account MUST be completed 15-30 minutes before files will be able to be submitted through the portal.
- B. Solicitations Tab

- i At the top of the page, hover over Solicitations
- ii Select Search All Solicitations
- iii Click View next to the applicable solicitation

C. Opportunity Details

- i **Viewing Documents** – Scroll down the page to the Files, Documents, Images section, Public Files: subsection. Here you will find all of the relevant files.
- ii **Submitting a Question** – If you would like to submit a question, scroll down the page to the Questions & Answers section. Type your question in the My Questions/Answers text box and click the Ask Question box.
- iii **Register as Respondent** - If you are interested in responding to the posting, click the button Register as Respondent on the left side of the screen.
- iv **Submitting Documents** – If you would like to submit a response to this posting, scroll down the page to the Files, Documents, Images section, My Files: subsection. Here you will Select a file, select a File Category, and type a description before clicking the Save File button.
- v **Response Status** – Once you have registered as a respondent and submitted documents, scroll to the bottom of the page to the Response Status section and select the appropriate status for your submission, then click Submit.

8. PUBLIC RECORDS

Respondents should be aware that any records they submit to the County shall become the property of the County and a public record, subject to public disclosure as provided under Oregon's Public Records Law.

If it is necessary to submit trade secrets or other confidential information in order to comply with the terms and conditions of this RFI, Responders shall label any information that it wishes to protect from disclosure to third parties as a trade secret under ORS 192.501(2) with the following: "This material constitutes a trade secret under ORS 192.501(2) and is not to be disclosed except as required by law." Each page containing the trade secret or other confidential information must be so marked.

The County shall take reasonable measures to hold in confidence all such labeled information but shall not be liable for release of any information when required by law or court order to do so, whether pursuant to the Oregon Public Records Law or otherwise and shall also be immune from

liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

In submitting a response, each respondent agrees that the County may; (a) reveal any trade secret or other confidential materials contained in the proposal to County staff and to any outside consultant or third party who is hired by the County and (b) post the response on the County's intranet for purposes related to its evaluation. Furthermore, each proposer agrees to indemnify and hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the respondent has designated as a trade secret and/or as confidential information. Any respondent that designates its entire response as a trade secret may be disqualified.

9. DISCLAIMER

This RFI is issued solely for determining findings to support a Sole Source award; it does not constitute a solicitation. There will not be an evaluation or scoring of the material submitted. No information received in response to this RFI will be returned. Responses to this notice are not an offer and cannot be accepted by the County to form a binding contract. Respondents will not necessarily be notified the result of this RFI, or future solicitation opportunities.



BRAND NAME SPECIFICATION

for

BS1780-26

MEDECO Keyway Locks & Access Controls

Marion County Business Services Department (County) is issuing a solicitation that includes a Brand Name Specification pursuant to ORS 279B.215(2).

1. REQUIREMENTS

ORS 279B.215(2) A brand name specification may be prepared and used only if the contracting agency determines for a solicitation or a class of solicitations that only the identified brand name specification will meet the needs of the contracting agency based on one or more of the following written determinations:

- (a) That use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;
- (b) That use of a brand name specification would result in substantial cost savings to the contracting agency;
- (c) That there is only one manufacturer or seller of the product of the quality, performance or functionality required; or
- (d) That efficient utilization of existing goods requires the acquisition of compatible goods or services.

2. DETERMINATION AND FINDINGS

A. ORS 279B.215(2)(a)

That use of a brand name specification is unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts;

- i This procurement does not encourage favoritism in the continued awarding of public contracts or diminish competition because, while several sources can supply Medeco products (keys and locks), Oregon Lock is the only authorized company that can provide

the building security System that is proprietary to the County as noted in Attachment 1, Sole Source Letter from Oregon Lock.

B. ORS 279B.215(2)(b)

That use of a brand name specification would result in substantial cost savings to the contracting agency;

i N/A

C. ORS 279B.215(2)(c)

That there is only one manufacturer or seller of the product of the quality, performance or functionality required; or

i As stated in (2)(a) above, Oregon Lock is the only authorized company that can provide the goods/services required.

D. ORS 279B.215(2)(d)

That efficient utilization of existing goods requires the acquisition of compatible goods or services.

i This procurement would support existing equipment and systems already in use at the county.



PHONE: 503-375-3173
FAX: 503-375-3193
WEB: www.oregonlock.com

OFFICE ADDRESS: 200 Hawthorne Ave. SE, Ste. C-310, Salem, OR 97301
MAILING ADDRESS: Post Office Box 13067, Salem, Oregon 97309-1067

CCB: #167676

ATTACHMENT 1

January 28, 2026

Vanessa Keck
Marion County Business Services

Vanessa,

The purpose of this letter is to provide you with information regarding the Medeco High Security Locks master key systems that Marion County has installed in many of the county facilities. Depending on the department and/or building, there are different master key systems that utilize Medeco’s restricted keyway products.

Medeco provides control of their restricted keys and lock cylinders via patent protection and contract. Marion County currently uses three different restricted keyways: Medeco’s original product “20” keyway, the second-generation Biaxial product “C3” keyway, and the third-generation product M3 “DA” keyway. In the state of Oregon, our company is the only distributor that is contracted with Medeco to provide keys and cylinders with any of these three keyways. We are the only company in Oregon that would be allowed to stock key blanks or cylinders with those keyways.

We are generally considered to be a “sole source” vendor by our customers who have invested in controlled master key systems that utilize the Medeco 20, C3, or DA keyways. It is my understanding that the next closest vendor of the C3 and DA keyways is in Seattle, and the next closest vendor of the 20 keyway is in Kansas City. Those distributors could cut keys for Marion County’s master key systems if they were given special permission by Medeco to do so. That permission is only given if a particular distributor goes out of business, or if there is a vendor/customer dispute that cannot be resolved by arbitration.

I realize that this policy of control regarding which companies may provide Medeco keys and cylinders may seem very rigid, but it is exactly by maintaining such tight restrictions that Medeco is able to guarantee the controlled nature of their security products. If you have any questions regarding this letter, or the services that our company provides to Marion County, please contact me.

Yours truly,

President

**MARION COUNTY
CONTRACT FOR SERVICES
BS-XXX-26**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Oregon Lock & Access, Inc., hereinafter called Contractor.

RECITALS

WHEREAS, this Contract is established pursuant to ORS 279B.075 and MCPCR 20-0275 and is a sole source award.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

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 **June 30, 2029**.

2. DOCUMENTS / ORDER OF PRECEDENCE

This Contract consists of the following documents, each of which is attached and incorporated herein by reference:

- A. Exhibit A – Statement of Work
- B. Exhibit B – General Conditions for Services
- C. Exhibit C – Oregon Lock & Access Rate Schedule

3. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is **\$250,000.00**. 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.
- C. If specified below, county’s payments to Contractor under this Contract will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with [Appendix II to Title 2, Part 200](#) of the Code of Federal Regulations.

In accordance with 2 CFR 200.331, Contractor has been designated:

- Subrecipient
- Contractor/Vendor
- Not applicable – (there are no federal funds tied to the contract)

4. COMPLIANCE WITH STATUTES AND RULES

- A. County and 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 Contractor. Failure of Contractor or 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 29. 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 29.C 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 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. 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.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

5. 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.

6. TIME IS OF THE ESSENCE

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

7. 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.

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

9. RECOVERY OF FUNDS

Expenditures of 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 County in excess of authorized expenditures shall be deducted from future payments or refunded to 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 County. Repayment of prior period obligations shall be made to County in a manner agreed on.

10. ACCESS TO RECORDS

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

11. 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 Contractor shall be supported by documentation in Contractor's possession from third parties.

12. CONFIDENTIALITY OF RECORDS

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of 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 309-014-0036(3), 45 CFR 205.50 and 42 CFR Part 2 as applicable.

13. INDEMNIFICATION AND INSURANCE

- A. Contractor shall defend, save, indemnify, and hold harmless 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 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 24 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.

14. 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 14C, 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.

15. PAYMENT ON EARLY TERMINATION

Upon termination pursuant to section 14, payment shall be made as follows:

- A. If terminated under 14A or 14B for the convenience of County, 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 14C by Contractor due to a breach by County, then County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 14C or 14D by County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

16. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out 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 County.

17. 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 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 County according to law.

18. OWNERSHIP AND USE OF DOCUMENTS

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

19. 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.

20. 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.

21. 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.

22. 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.

23. REMEDIES

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

- A. If terminated under 14C by County due to a breach by Contractor, 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 Contractor shall pay to County the amount of the reasonable excess.

- B. In addition to the remedies in sections 14 and 15 for a breach by 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.

24. 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 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 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 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 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.

25. 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 email set forth below or to such other addresses or emails 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:

Oregon Lock & Access, Inc.
200 Hawthorne Ave SE, Ste C-310
Salem, OR, 97301
503-375-3173

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
555 Court Street NE, Suite 4247
P.O. Box 14500
Salem, Oregon 97309

26. SURVIVAL

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 3, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26 and 27.

27. 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.

28. AMENDMENTS

This Contract may be amended if mutually agreed to by both parties.

A. Anticipated Amendments

This Contract is anticipated to be amended for the following reasons:

- i. To extend the Contract term and increase the maximum not-to-exceed amount to cover those extension term.
- ii. To adjust the unit pricing or other rate(s) of compensation, set forth in Exhibit A.

B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

29. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants to 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 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 items delivered to County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to 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.

30. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED 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: _____
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

OREGON LOCK & ACCESS, INC. SIGNATURE

Authorized Signature: _____
Date

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

- A. **GENERAL INFORMATION.** The Contract is established to provide the installation of MEDECO keyway access and high-security keys, including all related parts and supplies to support the operations of all county-owned and operated buildings as directed by Business Services.
- B. **REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.** The work may involve remodel, demolition, upgrades, new construction, and rehabilitation of County-owned and operated buildings, including leased spaces. This contract will involve the supply of any needed coordination, technical expertise, or other requested materials, equipment, or services. Emphasis will be placed on the quality of work evident on completed projects. All unspecified work descriptions shall be negotiated and agreed upon by both parties. All work performed under this contract must comply with current industry standards, federal, state and local laws, ordinances and regulations.

The Contract Administrator for this contract shall be Heather Johnson, or her appointed representative. Contractor services shall include, but are not limited to the following:

- Supervision and coordination of work
 - Provide labor and materials for the completion of projects
 - Provide cost estimates for services
 - Consultation on current and future projects
 - Any other support work at the request and approval of the Contract Administrator.
- 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.

Prices shall remain firm throughout the initial contract term except in the case of price decreases. Price decreases will be allowed at the first of the month following receipt of communications, or the effective date, whichever is later. Price increases will be considered annually. Contractor must submit a written request with documentation justifying any price increase beginning July 1, 2027 to Contract Administrator. Acceptable documentation shall include, but is not limited to, contractor's or manufacturer's published price list, discount schedule or other basis of change in manufacturer pricing structure, invoices, journal or market reports, wholesale price index, or other information deemed acceptable by Contract Administrator. Proposed price increases shall not exceed the wholesale price index for this region. Contractor to provide all documentation for verifications purposes.

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:

Contract Administrator

Heather Johnson

555 Court St NE

Salem, OR 97301

Phone: (503) 588-5488

Email: hjohnson@co.marion.or.us

Contractor

Chris Arnett

200 Hawthorne Ave SE Ste C-310

Salem, OR97301

Phone: (503) 375-3173

Email: chrisa@oregonlock.com

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 **\$250,000.00**.

A. METHOD OF PAYMENT FOR SERVICES:

COMBINATION FIXED PRICE AND HOURLY RATE Exhibit C ("Billing Rates 2026")

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.

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 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 County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of 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.

Marion County

Attn: MCBS-Billing@co.marion.or.us

DRAFT

EXHIBIT B
GENERAL CONDITIONS FOR SERVICES

1. PERMITS AND LICENSES

Contractor shall be required to have or to obtain, at their expense, all permits, and licenses required by the City of Salem, State of Oregon, County or other agencies pertaining to the service they propose to furnish.

2. PRICE AND PAYMENT PROCEDURES

All payment requests to Marion County Business Services must be submitted with the following supportive documentation, if applicable:

- Verification for all hours billed, (in the form of certified payroll, if applicable, including subcontractor(s) used).
- Equipment rental, proof of receipt or paid invoice.
- Travel time to and from County buildings are not billable. Project quotes and/or proposals will not be allowed as a billable item unless pre-authorized by the Contract Administrator or designee.

3. WARRANTY

Contractor guarantees all workmanship and materials for a period of one (1) year commencing on the date of acceptance by the Contract Administrator of the project completion. The Contract shall, at no cost to the County, make corrections as required to maintain these specifications and performance levels as required during the warranty period. Any other manufacturer's warranties shall be adhered to and passed on to the County at no additional cost.

Contractor must be able to perform directly or through a sub-contractor, lead and asbestos testing and /or abatement and must meet all local, state and federal requirement for hazardous material handling and disposal associated with this work.

Contractor shall give all notices required by and shall comply with all laws and regulations applicable laws and regulations; County is not responsible for monitoring Contractor's compliance with any laws or regulations.

4. TECHNICAL SPECIFICATIONS

Contractor shall have a minimum of five (5) years as a licensed contractor, in good standing with the Oregon Construction Contractors Board (CCB); and applicable license endorsement for the services provided.

5. ADMINISTRATIVE REQUIREMENTS

Contractor may be required to wear a County issued security badge when on County property, or as directed by Contract Administrator or designee.

If work duties require access to a secure area or location, a background check will be required for each employee that would enter that work area. Contractor agrees to provide all requested information for the said background check. Any employee of the Contractor that does not pass the background check will not

be allowed on site. After receipt of the successful background checks form the specified employee of the Contractor, the County will issue a purchase order. All costs incurred for the background checks will be paid by the County.

6. COORDINATION AND SCHEDULING

All work will be scheduled on an as-needed basis. Contractor must notify Contract Administrator, or representative, upon arrival and departure of work site. The working hours shall be established by the Contract Administrator, prior to the beginning of any work by the Contractor. Typical workdays are Monday through Friday 8:00 a.m. to 4:00 p.m. Some weekends and/or after-hours work may be required to accommodate activities and visitors.

The County recognizes and observes nine (9) days a year as legal holidays. During these holidays when a facility is totally closed and no County employees are scheduled to work or where the general public does not have access to use the facility, all services may be suspended for the day. Where any facility is not closed and County employees are scheduled to work or where the general public may have access, the Contractor shall perform all duties as specified for the day.

The following day (each 24-hour period from midnight to midnight) shall be recognized and observed as holidays on the day specified:

- New Year's Day – January 1
- Martin Luther King – Third Monday in January
- Presidents Day – Third Monday in February
- Memorial Day – Last Monday in May
- Juneteenth – July 19
- Independence Day – July 4
- Labor Day – First Monday in September
- Veteran's Day – November 11
- Thanksgiving Day – Fourth Thursday in November
- Christmas Day – December 25

Overtime and Work Schedules. The overtime rate is overtime is 1.5 times the hourly rate. Projects subject to the Prevailing Wage Rate (PWR) law, overtime is due daily, after eight hours per day, Monday through Friday. Even if the employee has not worked 40 hours in the workweek. An established schedule of four ten-hour days on a covered project, overtime may not be due until after ten hours per day. Regardless of schedule, a project subject to PWR law overtime rate to all hours worked on Saturdays, Sundays, or holidays ORS 279C.540; OAR 839-025-0050. Overtime hours to complete a project or to meet operational needs must be pre-authorized by the Contract Administrator or designee.

Within 30 days of executed contract, a service plan shall be submitted to the County that includes a schedule for all maintenance and inspections for all systems at all County owned locations. Quarterly updates shall be submitted to update schedules and inform the County of any services that were not performed according to the scheduled quarterly updates may be discontinued at the discretion of the County. Contractor shall be able to provide the equipment required for all testing and other full systems as required per the NFPA. Replace all failing components as provided under the provision of the contract.

Contractor must be able to provide 24-hour service 7 days a week and be able to respond within two (2) hours of the County's call for emergencies and continue to work until all repairs have been made. Night work is required for some services. The Contractor must have enough trained service technicians available to work two (2) separate County locations simultaneously. Start and stop times shall be arrival at the County facility to completion of work at the facility.

All work other than annual services listed will be done on a time and materials basis upon approval of Facilities Management. Material pricing shall be at the Contractors direct cost minus any available discounts. Contractor must provide a material cost breakdown with each invoice submitted.

7. QUALITY CONTROL

County will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the County will constitute non-compliance with the contract. If action to correct such substandard performance is not taken within a reasonable time after being notified by the County, contract termination procedures may be initiated.

All work submitted by Contractor shall be subject to the approval and acceptance by the County or their designee. The County or its' designee shall review each portion of the work and shall inform the Offeror of any apparent deficiencies, defects, or incomplete work, at any time during the life of the contract.

Contractor performance evaluation will include, but not limited to:

- **Cost.** Did the contract result in a cost savings to the County?
- **Punctuality.** The Contractor and the County need to fulfill their contractual obligation on time. How punctual was the Contractor?
- **Reliability.** A good working relationship between the County and Contractor to ensure that both parties get the most from the contract.
- **Quality and Consistency.** The work was completed is consistently high quality to ensure that the contractual obligations are met with success.

Allow materials, equipment and workmanship to be inspected at any time by the Contract Administrator, designee, or representative. Work that is not acceptable to the Contract Administrator within the specifications outlined herein shall be touched up and/or repaired at the Contractor's expense.

Contractor shall be experienced and qualified to anticipate and meet the safety and health requirements of the job site. Certain areas are hazardous to open flame, sparks or unventilated occupancy. The Contractor shall take measures to assure his/her employees to observe proper safety precautions when working in these areas.

Contractor shall provide personal protective equipment (PPE) for their workers and be responsible for providing all access equipment (i.e. lifts, ladders, etc.) for each job. Acceptable safety colors include yellow or green.

8. PRODUCT STORAGE & HANDLING REQUIREMENTS

All materials and equipment will be supplied by Contractor unless authorized by Contract Administrator. Manufactured materials shall be delivered to the job site in original sealed containers or packages, bearing the manufacturer's name and brand designation. Where materials are covered by a referenced specification, the containers or packages shall bear the specifications number and class as applicable.

Contract shall comply with the manufacturer's ordering instructions and lead time requirements to avoid delays. All materials shall be within current shelf life and in original unopened containers.

9. EXECUTION REQUIREMENTS

The method of service shall be the responsibility of the Contractor in accordance to good trade practices. It shall be the responsibility of the Contractor to furnish all necessary tools, equipment, and supplies to the completion of the project. Contractor must provide all protective devices, and pedestrian and vehicular traffic control, to prevent accidents or hamper operations. Contractor shall notify Contract Administrator prior to blocking roadways or sidewalks prior to execution of the work.

Contractor will be responsible for meeting all local, state, and federal safety and environmental requirements. Application shall be performed strictly in accordance with the manufacturer's specification.

Contractor assumes full responsible for having familiarized themselves with the nature and extent of work to be done. The contract documents the locality and local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required to do the work. Lack of knowledge on the part of the Contractor shall in no way relieve them of the obligations and responsibilities assumed under this contract.

10. CLEAN UP

During work and upon completion, all clean up shall be performed to the satisfaction of the Contract Administrator. The Contractor is responsible for removal and disposal of all excess materials, containers, and equipment from the work site.

Contractor shall be responsible for his/her activities, equipment, materials, vehicles, and any damage that may incur to the surrounding landscape or existing building structure.

11. FACILITY OPERATIONS

Some of the buildings and spaces are in operations twenty-four (24) hours a day. It is essential to maintain ongoing operations while the contract in progress.

Contractor acknowledges the high degree of importance The County places on the behavior, appearance, and services performed by the Contractor and Contractor's personnel on County premises. Contractor's personnel shall always be neat, clean, and courteous.

The Contractor shall not permit its employees to conduct themselves in an offensive or objectionable manner. Upon objection from the County concerning the conduct, demeanor or appearance of any of the Contractor's employees the Contractor shall take all steps necessary to remove the cause of the objection.

The County does not allow smoking, or the use of any tobacco or vaping products within its facilities and on any property surrounding its facilities, unless specifically designated by Contract Administrator or designee. This ban applies to contractor, subcontractors and their employees.

12. SECURITY REQUIREMENTS

County requires a criminal background check on all contractors, workers, and helpers on projects associated with County building. No person with a felony conviction appearing on their record or as deemed as a security risk by any of the regulating authorities shall be allowed to provide services. No less than one person must be CJIS clearance and be present with work staff and helpers at all times.

Regarding high security areas all materials capable of uses as a sharp instrument shall be strictly accounted for. Contractor shall provide access to County, all equipment and materials located on site for security inspection by the County staff at any time during the project.

Contractor and all workers completing work required by this contract must submit to a search, if required by the County. Any keys or access cards issued for work are to be used for the sole purpose of accessing the project site and for execution of services. Contractor shall not unlock doors to allow any other persons onto the site.