

Council Business Meeting

November 5, 2018

Agenda Item	Lock and Key Replacement Program	
From	Scott Fleury P.E.	Deputy Public Works Director
Contact	Scott.fleury@ashland.or.us ; 541-552-2412	

SUMMARY

Before the Council is a goods and services contract with Chown Hardware for the design and implementation of a complete lock and key replacement program for the City's facilities. Staff has developed a phased approach for the project that was advertised as a Request for Proposal (RFP). Phase one work consists of the design of a lock and key hierarchy system for all City facilities and associated equipment costing. Phase two will include the actual equipment purchase and lock installation labor. Phase two will come before the Council as a separate action at a future date for approval.

POLICIES, PLANS & GOALS SUPPORTED

City Council:

21. *be proactive in using best practices in infrastructure management and modernization*

Department Goals:

- Deliver timely life cycle capital improvement projects
- Evaluate all city infrastructure regarding planning management and financial resources

PREVIOUS COUNCIL ACTION

The City Council and Budget Committee previously approved a budget amount of \$180,000 within the biennial budget for the City wide Lock and Key Replacement program.

BACKGROUND AND ADDITIONAL INFORMATION

As part of the biennial budget process Public Works/Facilities recommended a project to develop a comprehensive lock and key replacement program. Over the years a hodgepodge of locks has been inserted into City facilities with no formal tracking program to determine keys assigned to individual employees. Often times after an employee leaves the City, keys would be "handed down" or turned into a supervisor, but there is no formal tracking program for this transition and there could be numerous keys to all City facilities in the hands of people no longer working for the City. The program is structured in two phases with the first phase including the design of a lock and key hierarchy for all City facilities that account for secure ingress/egress and access control. The second phase builds upon the selection of a lock and key hierarchy and includes the purchase in installation of new locks and the management of keys for employees.

In order to solicit locksmith services, Public Works Staff created a RFP. The RFP was formally advertised on the Oregon Procurement Information Network (ORPIN) on August 7, 2018, with responses due by September 4, 2018.

On September 26, 2018, the City of Ashland completed the review process for selection of a locksmith services. Proposals were submitted by Chown Hardware and Superior Lock and Safe. Proposals were graded by Michael

Morrison, Public Works Superintendent, Chance Metcalf, Project Manager, Wes Hoadley, Fleet and Facilities Supervisor and Steve Burkhalter, Engineering Technician III.

The results of the scoring are as follows:

CONSULTANT	TOTAL SCORE	RANK
Chown Hardware	341	1
Superior Lock and Safe	272	2

After scoring was completed, the two locksmith companies were informed of the City’s intent to begin scope and fee negotiations with Chown Hardware. Through several formal discussions, a final scope and fee was agreed upon in concept by the City and Chown Hardware for phase one. The scope and fee is part of attachment #1, Goods and Services Contract. Staff expects to complete the phase one effort within three months after notice to proceed.

FISCAL IMPACTS

Phase one of the contract with Chown Hardware is a not to exceed amount of \$20,270 and budgeted within the current biennial budget. Phase two will be presented before Council at a date to be determined upon completion of Phase one. Soft costs will be associated with City staff performing project management duties throughout and additional soft costs will be associated with implementation phase.

STAFF RECOMMENDATION

Staff recommends approval of the phase one contract with Chown Hardware.

ACTIONS, OPTIONS & POTENTIAL MOTIONS

I move to approve a goods and services contract with Chown Hardware for a not to exceed amount of \$20,270

REFERENCES & ATTACHMENTS

Attachment 1: Goods and Services Contract-Chown Hardware

SERVICES AGREEMENT

CITY OF ASHLAND

20 East Main Street
Ashland, Oregon 97520
Telephone: 541/488-5587
Fax: 541/488-6006

PROVIDER: Chown Hardware

PROVIDER'S CONTACT: Steve Brown

ADDRESS: 333 NW 16th Ave.
Portland, OR 97209

PHONE: 503-243-6500

This Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and Chown Hardware, an assumed business domestic business corporation ("hereinafter "Provider"), for Comprehensive Key & Lock Replacement Program - phase 1.

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide comprehensive Key & Lock Replacement Program – phase 1 as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."
- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.

- 1.3 Provider shall, at its own expense, maintain Worker's Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage for all of its subject workers.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.
- 1.6 **Living Wage Requirements:** If the amount of this Agreement is \$21,127.46 or more, Provider is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying a living wage, as defined in that chapter, to all employees performing Work under this Agreement and to any Subcontractor who performs 50% or more of the Work under this Agreement. Consultant is also required to post the notice attached hereto as "Exhibit A" predominantly in areas where it will be seen by all employees.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of twenty thousand two hundred seventy dollars and zero cents (\$20,270.00) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of twenty thousand two hundred seventy dollars and zero cents (\$20,270.00) without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.

- 3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.
- 3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written Request for Proposals due 09/04/2018.
- The Provider's complete written Quotation dated 10/12/18.

5. REMEDIES

- 5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 5.1.1 Termination of this Agreement;
- 5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
- 5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
- 5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the "Effective Date"), and shall continue in full force and effect until March 01, 2019, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days' prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days' prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – Public Works Department
Attn: Chance Metcalf
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-5587

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, OR 97520
Phone: (541) 488-5350

If to Provider:

Chown Hardware
Attn: Steve Brown
333 NW 16th Ave.
Portland, OR 97209

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other's breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER'S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, 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 the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, 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 the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

CHOWN HARDWARE (PROVIDER):

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

(W-9 is to be submitted with this signed Agreement)

Purchase Order No. _____

from Chown Hardware

www.chown.com

since 1879

Portland Showroom
Toll Free (US & Can)
Local Telephone

333 NW 16th Ave
(800) 547-1930
(503) 243-6500

Portland, OR 97209
Fax: (800) 758-7654
Fax: (503) 243-6519

QTE ID: 823891

*** QUOTATION ***

Page 1 of 1

To: CHANCE METCALF
CITY OF ASHLAND
51 WINBURN WAY
ASHLAND, OR 97520
USA

PO: .
Job: INVENTORY
FAX No.: 541-488-6006
Phone No.: 541-552-2448

We are pleased to present the following quotation
for your consideration.

Ship To:
CHANCE METCALF
THE SERVICE CENTER

90 N MOUNTAIN AVE
ASHLAND OR 97520

Date: 10/12/18 10:56 AM Salesperson No.: 674 Steve Brown

Line	Qty	U/M	Description	Price	Extended
1	1	EA	CREATE DOOR INVENTORY ON SITE	8800.00	8800.00
2	8	EA	OREGON PER DIEM	300.00	2400.00
3	2	EA	SERVICE CALL-BETWEEN 7AM-5PM	535.00	1070.00
4	1	EA	ARCHITECTURAL DESIGN SERVICES	8000.00	8000.00
				Total Amount	20270.00

Quotation good for 30 days.

Thank you for this opportunity to quote our products
and we hope we may be of service to you.

Sincerely,

Steve Brown
Chown Hardware

**REQUEST
FOR
PROPOSALS**

**LOCKSMITH AND RELATED SERVICES
FOR
PROJECT # 2018-16
COMPREHENSIVE KEY AND LOCK REPLACEMENT PROGRAM**

PROJECT NO: 2018-16
PROJECT TYPE: Locksmith and Related Services
PROPOSALS DUE: September 4, 2018; not later than 2:00 PM PST
**SUBMIT PROPOSALS TO: City of Ashland Public Works - Engineering,
51 Winburn Way, Ashland OR 97520;
or by mail to:
20 E. Main Street, Ashland, OR 97520**
CITY PROJECT MANAGER: Scott Fleury, Deputy Public Works Director
**PROJECT DURATION: Phase 1: 3 months maximum
Phase 2: 6 months**



**CITY OF
ASHLAND**
**PUBLIC WORKS ENGINEERING
20 E. MAIN STREET
ASHLAND OR 97520
541/488-5587**

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**ADVERTISEMENT
CITY OF ASHLAND PUBLIC WORKS – REQUEST FOR PROPSALS**

The City of Ashland (City) is seeking a **PROFESSIONAL SECURITY/FACILITY MANAGEMENT SERVICE/CERTIFIED LOCKSMITH SERVICE**, to provide Security System Integration, Design, Upgrade and Management Services associated with Project No. **2018-16, COMPREHENSIVE KEY AND LOCK REPLACEMENT PROGRAM**. This project includes the development of appropriate access to all City facilities for both employees and customers, reduce security risks by controlling access, allow for better key distribution and management, and improve ongoing maintenance of the lock/key system through implementation of a modern key management program.

Project No. 2018-16 will include but is not specifically limited to the following tasks and phases:

PHASE 1: SITE EVALUATION AND RECOMMENDED REPLACEMENT STRATEGIES

PHASE 2: IMPLEMENTATION/CONSTRUCTION PHASE

Proposals must be physically received not later than **2:00 PM**, (main lobby clock), **Tuesday September 4, 2018** in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 or by mail at 20 E. Main Street, Ashland, OR 97520. ***A non-mandatory pre-proposal meeting will be held in the City of Ashland Engineering Office located at 51 Winburn Way, Ashland OR 97520 on August 21, 2018 at 1pm. This pre-proposal meeting will be a chance for interested parties to ask clarifying questions of the RFP. Any questions deemed substantial will be released through a formal addendum.*** For further information, contact Scott Fleury, Deputy Public Works Director at 541/488-5587 or by email at scott.fleury@ashland.or.us. Consultant selection is anticipated to result in the issuance of a goods and services contract, form provided in this RFP.

Proposal documents may be downloaded from the Oregon Procurement Information Network (ORPIN). Any addendum that may be issued, relating to this proposal will be available from ORPIN and potential proposers are cautioned to continuously monitor the site for updates and addendum.

All proposals shall be submitted as set forth in Section 6 - Instructions to Proposers. The City is not responsible for proposals submitted in any manner, format or to any delivery point other than as required by the Solicitation Document. Proposals shall be limited to five (5) pages.

Consultant selection will be based upon weighed criteria as set forth in the Solicitation Document and will include criteria such as (but not limited to): similar project experiences, general experience, staffing availability, schedule and response time.

The City of Ashland reserves the right to reject any and all proposals, to waive formalities or to accept any proposal which appears to serve the best interest of the City of Ashland.

**CITY OF ASHLAND
DEPARTMENT OF PUBLIC WORKS
QUALIFICATIONS BASED SELECTION - REQUEST FOR PROPOSALS**

**PROJECT NO. 2018-16
COMPREHENSIVE KEY AND LOCK REPLACEMENT PROGRAM**

SECTION 1 - PROJECT OVERVIEW

1.1 Objectives

The City of Ashland (City) is seeking a **PROFESSIONAL SECURITY/FACILITY MANAGEMENT SERVICE/CERTIFIED LOCKSMITHS SERVICE**, to provide Security System Integration, Design, Upgrade and Management Services associated with the **2018-16 COMPREHENSIVE KEY AND LOCK REPLACEMENT PROGRAM**. The goals of this project include development of appropriate access to all City facilities for both employees and customers, reduce security risks by controlling access, allow for better key distribution and management, and improve ongoing maintenance of the lock/key system through implementation of a modern key management program.

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

PHASE 1: SITE EVALUATION AND RECOMMENDED REPLACEMENT STRATEGIES – Security System Integration, Design, Management, and Life Cycle Support

Services provided for phase one include the development of security integration and management which support the secure ingress and egress of employees and citizens to City facilities through security products (lock/key, including electronic locks). Security Systems integration and design services may include, but are not limited to those associated with the design of cost effective security and/or protection systems including the procedure and requirements for the eventual disposal or salvage of replaced systems. Services may include studies and analysis such as - risk assessment and threat evaluation assessment.

Contractors should provide security or protection expertise in the design phase of security integration and detail infrastructure elements necessary for defined operational goals on a per facility basis. Upon facility analysis, contractor should recommend services providing the best practices, technologies and methodologies to plan, design, manage, operate and maintain secure and protected systems, equipment, facilities and infrastructures.

Upon completion of the design/analysis phase the City will determine appropriate security system requirements and develop orders that will include complete turnkey operations, maintenance and support services, or components thereof as needed to ensure secure and protected systems involving personnel security, physical access, and information security, and reduce life cycle costs.

At the conclusion of the design/analysis phase contractor to detail outline of security integration and management program and provide City with estimated project costs for purchasing all defined security equipment and providing for the implementation. In addition, contractor should detail number of associated grandmaster keys, master

keys, cylinder control keys, key blanks, cylinders, electronic locks, material list for all products, maintenance plan and software management platform for key distribution.

PHASE 2: IMPLEMENTATION/CONSTRUCTION PHASE – Contractor after approval of phase 1 shall order and install all security integration products purchased by City. Contractor shall develop a schedule of implementation and work through each facility systematically. No work shall commence on a new facility until current work is approved by City personnel engaged in the project.

Contractor personnel carrying out implementation activities shall be appropriately certified for the category of locksmith work they are performing, reference section 3.1 Company Capacity/Data for certification examples.

Background Information

The City has nearly 100 facilities it maintains. Major facilities include, City Hall, Police and Fire Stations, Water Treatment Plant, Wastewater Treatment Plant, Community Development, Courts, The Grove, and Public Works/Electric/IT offices and equipment yards. Currently each facility has a hodgepodge of keys/cylinder locks. The City is looking to consolidate the key and cylinder type to improve tracking and maintenance. The City is also looking to ensure the system not only addresses commonality, but security needs with respect to safe ingress and egress for each facility. In addition the City requires a comprehensive key management program that includes an approval process for obtaining any keys maintained within the system. The City currently uses Vanderbilt Security Management System (S.M.S.) as its Electronic Lock software platform. Currently most facilities use both key/cylinder locks but also provide for RFID access through assigned user ID cards.

1.2 Schedule

The schedule of events listed below represent City’s estimated schedule for this request for proposal. This schedule is SUBJECT TO CHANGE and will be adjusted as required.

	EVENT	DAILY COUNT (CALENDAR DAYS)	DATE
1	Request for Proposal Released	0	08/07/18
2	Last Date for Request for changes/Protest for Specifications/Questions	10 days prior to Proposal Closing	08/25/18
3	Last Date for City to Post Addendum	3 days prior to Proposal Closing	09/01/18
4	Closing Date (last day to submit Proposals)	45 days after Proposal Release	09/04/18
5	Responses Evaluated	15 days after Closing Date	09/19/18
6	Interviews Held (if necessary)	30 days after Closing Date	10/04/18
7	Intent to Award Announced	35 days after Closing Date	10/09/18
8	Contract Negotiations	45 days after Closing Date	10/19/18
9	Expected Project Completion for Phase 1	3 months after Contract Award	01/09/19
10	Expected Project Completion for Phase 2	6 months after initial Phase 1 Contract Award	7/8/19

SECTION 2 - SCOPE OF SERVICES

2.1 General Requirements

- Personnel, Materials, & Equipment: The Consultant shall provide qualified and competent personnel and shall furnish all supplies, equipment, tools and incidentals required to accomplish the work. All materials and supplies shall be of good quality and suitable for the assigned work.
- Safety Equipment: The Consultant shall provide and use all safety equipment including, and not limited to hard hats, safety vests and clothing required by State, Federal regulations and Department policies and procedures.
- Professional Responsibilities: The Consultant shall perform the work using the standards of care, skill and diligence normally provided by a professional in the performance of such services in respect to similar work and shall comply will all applicable codes and standards.
- Project Management: The Consultant and the City staff will meet as required during project duration. The objectives of the meeting will include reviewing the scope, budget, schedule and deliverables. The Consultant will organize and manage the consultant project team and coordinate with City Project Manager and City staff.
- Monthly Invoices and Progress Reports: The Consultant shall prepare monthly invoices and progress reports including the following:
 - Work Completed during the month by work task as a percentage of completion.
 - Needs for Additional Information, Reviews, or Changes to the Scope of Work.
 - Scope, Schedule, and Budget Issues and Changes.

2.2 Specific Requirements

The City of Ashland (City) is seeking a **VENDOR THAT HAS A CERTIFIED LOCKSMITH** (OPT B Professional Security/Facility Management Service) to provide (Security System Integration, Design, Upgrade and Management) services associated with the **2018-16 COMPREHENSIVE KEY AND LOCK REPLACEMENT PROGRAM**. The goals of this project include appropriate access to all City facilities for both employees and customers, reduce security risks by controlling access, allow for better key distribution and management, and improve ongoing maintenance of the lock/key system through implementation of a modern key management program.

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

PHASE 1: SITE EVALUATION AND RECOMMENDED REPLACEMENT STRATIGIES – System Integration, Design, Management, and Life Cycle Support

Services involving the security integration and/or management discipline which supports security products or systems through their life cycle. Security Systems integration and design services may include, but are not limited to those associated with the design, test, production, fielding, sustainment, improvement of cost effective security and/or protection systems including the eventual disposal or salvage of these systems. Services may include studies and analysis such as - risk assessment, threat evaluation, and assessment (including resultant deliverables). Contractors may provide security or protection expertise in the pre-production or design phase of security or protection systems to ensure that the system can be supported through its life-cycle and that the infrastructure elements necessary for operational support are identified

and acquired. These services may continue through the life cycle of the system or product and may include guidance, assistance and/or operational support. This includes all necessary security management elements. Services providing the best practices, technologies and methodologies to plan, design, manage, operate and maintain secure and protected systems, equipment, facilities and infrastructures. Agency orders may include complete turnkey operations, maintenance and support services, or components thereof as needed to ensure secure and protected systems involving personnel security, physical access, and information security, and reduce life cycle costs. Contractor personnel carrying out these activities, to include management and operating staff, are not involved with or responsible for the core business of the customer agency placing the order. Services providing for the design, coding, integration, testing, deploying, repair and maintenance of integrated security systems. Includes training across all platforms, enterprise wide, for the complete life cycle of the system.

PHASE 2: IMPLEMENTATION/CONSTRUCTION PHASE – This phase includes implementing the lock/key replacement program for the City agreed upon at the conclusion of phase 1, including all necessary construction requirements and materials management. At the conclusion of the implementation vendor to provide City with at a minimum:

- Keys for each facility
- Master keys for each facility
- Grandmaster keys for each facility
- Key blanks for each cylinder type
- A control key to change out cylinders
- Materials list for all cylinders/keys produced
- Maintenance plan
- Software management for cylinder key distribution

SECTION 3 - EVALUATION CRITERIA

Written proposals will be evaluated and scored and a contract may be awarded based upon the proposer's qualifications and experience as described below:

3.1 Company Data/Capacity

(25 Points Possible)

- Provide an overview of your firm or current VITAE or resume of the person or persons that would be assigned to this project.
- Describe what additional support (office, personnel, etc.) would be provided for the project.
- Describe organizational capacity to handle services requested under this request for proposal.
- Discuss if you have ever been terminated or replaced during any project. If so, explain in detail and provide results of any litigation and/or settlement on the project.
- *Vendor must list if they are certified by one of the following or another appropriate trade association.**
 - Northwest Locksmith Association (NWLA)

- Institutional Locksmiths' Association (ILA)
- Society of Professional Locksmiths (SOPL)
- Associated Locksmiths of America (ALOA)
- *Vendor must provide a current list of certificated employees (if any) in the following certification levels.**
 - CML – Certified Master Locksmith
 - CPL – Certified Professional Locksmith
 - CRL – Certified Registered Locksmith
 - CAL – Certified Automotive Locksmith
 - RL – Registered Locksmith
 - CMST – Certified Master Safe Tech
 - CPS – Certified Professional Safe Tech

****Certifications for vendor and employees to be submitted as appendix to main response. Certifications will not count against page limit.***

3.2 References

(20 Points Possible)

- Provide three (3) client references with names, addresses, and telephone numbers of appropriate contacts where you have performed similar work (Municipal/School District references).

3.3 Experience

(25 Points Possible)

- Describe 2-3 projects you have facilitated in the last five years. Specify if experience is with a municipal government, school district or corporation.
- Discuss the largest project you have facilitated including outcome associated with schedule and budget. Did the project come in on schedule and budget, if not what steps were taken to remedy the situation?

3.4 Description of proposed services

(30 Points Possible)

- Provide a general discussion in narrative format with any exhibits or documentation deemed essential of your understanding of the project, the scope of work and a description of your approach to satisfy project requirements.

3.5 Scoring

	CATEGORY	POSSIBLE POINTS	POINTS SCORING
1.	Company Data/Capacity	25	
2.	References	20	
3.	Experience	25	
4.	Description of proposed services	30	
	Total	100	

SECTION 4 - EVALUATION PROCESS AND CONSULTANT SELECTION

Proposals will be reviewed and evaluated by an evaluation committee of reviewers consisting of at least three City employees. The total number of points possible for written proposals is 100.

4.1 Review and Acknowledgment of Defective Proposals

Due to limited resources, City generally will not completely review or analyze proposals that on their faces fail to comply with the minimum mandatory requirements of the solicitation documents nor will City generally investigate the references or qualifications of such proposals. Therefore, City will not acknowledge whether or not an unsuccessful proposal was complete, responsive, responsible, sufficient, or lawful in any respect. This is a public solicitation, the processes and procedures which are established and required by Oregon law and City adopted rules. Proposers are advised to strictly follow the process, procedures, and requirements as set forth in the RFP documents and not anticipate or rely on any opportunity to negotiate, beyond such limitations that are identified herein.

4.2 Right of Rejection

Proposers must comply with all terms of the RFP, City Rules, and all applicable local, state, and federal laws, administrative rules and regulations. The City may reject any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of City. If a Proposer does so, the City may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities that may be waived include:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

City reserves the right to refrain from making an award if the City determines that to be in its best interest.

A proposal from a debarred or suspended Proposer shall be rejected.

4.3 References

City reserves the right to investigate any and all references and the past performance information provided in the proposal with respect to Respondent's successful performance of similar projects, compliance with specifications and contractual obligations, completion or delivery of a project on a schedule, and lawful payment of employees and workers.

City reserves the right to check any and all sources for information and to include sources for information and to include sources other than the references provided in the Proposer's proposal.

City may consider information available from any such source including government bodies and regulatory authorities in evaluating respondents.

4.4 Responsibility

City reserves the right to investigate and evaluate, at any time prior to award and execution of the Contract, the apparent successful Proposer's responsibility for performing the Contract. Submission of a signed proposal shall constitute approval for City to obtain any information City deems necessary to conduct evaluation. City reserves the right to request additional information or documentation from the successful Proposer prior to award of contract. Such information may include, but is not limited to, current and recent balance sheets, income statements, cash flow statements, or a performance bond from an acceptable surety. Failure to provide this information will result in rescission of City's Intent to Award.

City may postpone the award of Contract after announcement of the apparent successful Proposer in order to complete its investigation and evaluation. Failure of the apparent successful Proposer to demonstrate responsibility shall render the Proposer non-responsible and shall constitute grounds for rejection of the proposal.

4.5 Clarification of Response

City reserves the right to request clarification of any item in any proposal, or to request additional information necessary to properly evaluate a particular proposal. All request for clarification and responses shall be in writing.

During the evaluation of Proposals, Proposers must respond to any request for clarification from the Evaluation Committee within 24 hours of request (Monday through Friday). Inability of the Evaluation Committee to reach a Proposer for clarification and/or failure of a Proposer to respond within the time stated may result in rejection of the Proposer's Proposal.

4.6 Finalist Selection

The firm with the highest total score as a result of written proposal scoring and interview scoring, if conducted, will be considered the Finalist, and all other firms will be ranked according to next highest score, etc.

4.7 Ties among Proposers

If City determines after the ranking of potential firms, that two or more of them are equally qualified to be the Finalist, City may select a candidate through any process that the City believes will result in the best value for taking into account the scope, complexity and nature of the Work. The process shall instill public confidence through ethical and fair dealing, honesty and good faith on the part of City and Proposers and shall protect the integrity of the Public contracting process.

As part of the procedure for choosing the Finalist between two or more equally qualified candidates, City may elect to give a preference to a local consulting firm.

4.8 Notice of Intent to Award

After the completion of the evaluation and ranking, the City will issue a written Notice of Intent to Award, naming the Finalist, and send copies to all Proposers.

4.9 Contract Negotiation

City will begin negotiating the fees for the project, along with expanded scope of work detail, with the highest ranked Proposer and specifically, conduct direct negotiations toward obtaining written agreement on:

- a) Contractor's performance obligations and schedule; and any expansion of the Scope of Work.
- b) Contractor's fees, payment methodology, and a maximum amount payable to Contractor for the Work required under the Contract that is fair and reasonable to City determined solely by City, taking into account the value, scope, complexity and nature of work.
- c) Any other provisions City believes to be in the City's best interest to negotiate.
- d) Initial negotiations will be based upon Contract Phase 1/2.

City shall, either orally or in writing, formally terminate negotiations with the highest ranked Proposer if City and Proposer are unable for any reason to reach agreement on a Contract within a reasonable amount of time. City may thereafter negotiate with the second ranked Proposer, and if necessary, with the third ranked Proposer, and so on, until negotiations result in a Contract. If negotiations with any Proposer do not result in a Contract within a reasonable amount of time, as determined solely by City, City may end the particular formal solicitation. Nothing in the rule precludes City from proceeding with a new formal solicitation for the same Work described in the RFP that failed to result in a Contract.

4.10 Protest Procedures

City shall provide to all Proposers a copy of the selection notice that City sent to the highest ranked Proposer. A Qualified Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the City. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the Proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Architectural, Engineering, or Land Surveying Services, or Related Services described in the RFP.

Eligible Proposers protesting award shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Proposers.

- a) Protests must be received within seven (7) days after issuance of the notice of intent to award the Contract. City will not consider late protests.
- b) All protests must be in writing, signed by the protesting party or an authorized Agent. The protest must state all facts and arguments on which the protesting party is basing the protest.
- c) Only protests stipulating an issue of fact concerning a matter of bias, discrimination or conflict of interest, non-compliance with procedures described in the procurement documents, or City policy shall be considered. Protests based on procedural matters will not be considered.

- d) City's Public Works Director will review the protest and will fax and mail the protesting party a written response within three (3) business days of receipt of the written protest to the fax number and address provided in the bid of proposal. Any written response may be comprised of a determination of the protest, a notice to the protesting party of the need for additional time in which to evaluate the matter, or other notice to the protesting party.
- e) If the Public Works Director's determination (response) is adverse to the protester, any further appeal of the Public Works Director's determination by the party must be submitted in writing to the City Administrator within three (3) business days of issuance of the Public Works Director's determination (response).
- f) The City Administrator will review any appeal of the Public Works Director's determination and shall fax and mail, in accordance with the fax number and address provided in the proposal, the protesting party a written response within three (3) business days of receipt of written appeal.
- g) If the determination of the City Administrator is adverse to the protesting party's interest, the protesting party may only appeal to the City Council by filing a written notice of appeal to the Council with the City Administrator within two (2) business days of issuance of the City Administrator's written determination.
- h) The Council, in considering the protest, shall review the documentation presented to the Public Works Director and the City Administrator on the next regularly scheduled Council Meeting, but in no event shall they be required to review in less than ten (10) business days, and thereafter, base their decision on such material. The Council review will be limited to the evaluation of compliance with City's policies and procedures, requirements of the RFP and the equal and fair application of City's contracting rules. The City Council's determination shall be City's final decision.

An adversely affected or aggrieved proposer must exhaust all avenues of administrative review procedures and relief before seeking judicial review of City's Consultant selection or Award of Contract decision.

4.11 Resulting Contract

Upon reaching final agreement in regards to fees and final scope of work with an awarded Proposer, City will issue the Goods and Services Contract ("GSC"), as found in the Appendix of the RFP document. The GSC includes City's Standard Terms and Conditions and the final scope of work and fees. The Proposer's response to RFP 2018-16 and all terms stated within the RFP document shall be incorporated by reference as Appendix C.

SECTION 5 - CONTRACT

5.1 Contract Form

The consultant selected by the City will be expected to enter into a written contract in the form attached to this RFP in EXHIBIT A. The proposal should indicate acceptance of the City's contract provision. Suggested reasonable alternatives that do not substantially impair City's rights under the contract may be submitted as outlined under Section 1.10. Unconditional refusal to accept contract provisions will result in proposal rejection.

Contract Duration – The anticipated duration of Phase 1 is three (3) months and phase 2 is six (6) months.

Contract Payment – Contingent upon City’s need, consultant’s performance and availability of approved funding, City reserves the right to amend the contract (within the scope of the project described in this RFP) for additional tasks, project phases and compensation as necessary to complete a particular project. Proposers are advised that the award and potential dollar amount of the contract under this RFP will be contingent upon approval by the Ashland City Council acting as the Contract Review Board.

Payment will be made for completion of, or acceptable monthly progress on, tasks and deliverables in conformance with contract requirements and applicable standards. The method of compensation will be determined by the City and may be based upon any one or combination of the following methods:

- Cost plus fixed-fee, up to a maximum NTE amount
- Fixed price for all services. Fixed price per deliverable. Fixed price per milestone
- Time and materials, up to a maximum NTE amount (City preferred method)
- Price per unit

Ashland Living Wage Requirements – Consultant is required to comply with Chapter 3.12 of the Ashland Municipal Code by paying at least the living wage as established by the City of Ashland on June 30, 2018 (\$14.81 per hour):

- For all hours worked under a service contract between their employer and the City if the contract exceeds \$20,688.86 or more.
- For all hours worked in a month if the employee spends 50% or more of the employee’s time in that month working on a project or portion of business of their employer, if the employer has ten or more employees and has received financial assistance for the project or business from the City in excess of \$20,688.86.
- Contractor is also required to post the notice included in the appendix predominantly in areas where it will be seen by all employees.
- In calculating the living wage for full time employees, employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans, and other benefits to the employee’s wages. The City of Ashland Living Wage Statement is appended to the sample contract included in the appendix.

5.2 Business License Required

The selected consultant must have or acquire a current City of Ashland business license prior to conducting any work under this contact.

5.3 Insurance Requirements

Contacto shall at its own expense provide the following insurance:

- a. Worker’s Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers.
- c. General Liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 for each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract.
- d. Automobile Liability insurance with a combined single limit, or the equivalent, of not less than \$1,000,000 for each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

- e. Notice of Cancellation or Change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days' written notice from the contractor or its insurer(s) to the City.

Additional Insured/Certificates of Insurance. Contractor shall name The City of Ashland, Oregon, and its elected officials, officers and employees as additional insurers on any insurance policies required herein but only with respect to contractor's services to be provided under this contract. As evidence of the insurance coverage required by this contract, the contractor shall furnish acceptable insurance certificates prior to commencing work under this contract. The certificate will specify all of the parties who are additional insureds. The consultant's insurance is primary and non-contributory. Insuring companies or entities are subject to the City's acceptance. If requested, complete copies of insurance policies; trust agreements, etc. shall be provided to the City. The contractor shall be financially responsible for all pertinent deductibles, self-insured retention and/or self-insurance.

5.4 Laws and Regulations

The proposer is assumed to be familiar with all Federal, State, County or City laws or regulations, which in any manner affect those engaged or employed in the work or the materials or equipment used or which in any way affect the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. If the proposer shall discover any provision in these specifications or project information, plans or contract documents which is contrary to or inconsistent with any law or regulations, they shall report it to the City of Ashland in writing.

All work performed by the contractor shall be in compliance with all Federal, State, County and local laws, regulations and ordinances. Unless otherwise specified, the contractor shall be responsible for applying for applicable permits and licenses.

SECTION 6 - INSTRUCTION TO PROPOSERS

6.1 General

All proposals and contracts are subject to the provision and requirements of Oregon Revised Statutes, Sections 279A and 279B. Engineering contracts are further subject to 279C and to the City of Ashland (City) Municipal Code Section 2.50.

6.2 Information of Record

This Request for Proposal (RFP) will be distributed through the Oregon Procurement Information Network (ORPIN). All updates, addendum, and related communications will be published through ORPIN. All prospective proposers are advised to continuously monitor the website for information regarding this proposal. It is the sole responsibility of the proposer to check the website on a timely basis for critical information regarding the proposal.

6.3 Proposal Preparation and Format

- Proposals shall be typewritten 12 point font minimum.
- Except for proposer attachments, proposal form and resumes, the proposal shall contain no more than five (5) pages.
- Proposal narrative must follow along with scoring criteria sections
- No oral, telegraphic, telephone or facsimile proposals shall be accepted.
- The electronic submission of a proposal will not be permitted.

- To be considered, all proposals must be received by the City prior to the hour and date of the advertised proposal closing.
- A total of four originals (wet signatures), and complete proposals shall be submitted to the City prior to the advertised proposal closing date.
- 1 digital copy of all submitted documents on CD or thumb drive.

6.4 Signature on Proposal

Proposals shall be signed in ink by an authorized representative of the Proposer. Signature on a proposal certifies that the proposal is made without connection with any person, firm or corporation making a proposal for the same goods and/or services and is in all respects fair and made without collusion or fraud. Signature on a proposal also certifies that the Proposer has read, fully understands and agrees with all solicitation requirements, terms and conditions. No consideration will be given to any claim resulting from proposing without fully comprehending all requirements of the Request for Proposals.

6.5 Preparation Costs

The City may cancel a solicitation, whether informal or formal, or reject all proposals, without liability incurred by City at any time after issuing an RFP, if City believes it is in City's interest to do so. Consultants responding to RFPs are responsible for all costs they may incur in connection with submitting Proposals and responses to RFPs, which includes, but is not limited to: submittal preparation, submittal, travel expenses, interviews, presentations, or evaluation of any proposal.

6.6 Conformance to Solicitation Requirements

Proposals shall conform to the requirements of the Request for Proposals. All necessary attachments (Bidder Residency information, Independent Contractor Certification, etc.) shall be submitted with the proposal and in the required format. Failure to comply with all requirements may result in proposal rejection.

6.7 Not Used

6.8 Definitions

For the purpose of this RFP:

"Agency" or "City" means City of Ashland.

"Business days" means calendar days, excluding Saturdays, Sundays and all City recognized holidays.

"Calendar days" or "days" means any day appearing on the calendar, whether a weekday, weekend day, national holiday, State holiday or other day.

"Council" means City of Ashland Council

"Department" means the City of Ashland Engineering Department

"Manager" means the City of Ashland Project Manager

"Proposers"- All firms submitting Proposals are referred to as Proposers in this document; after negotiations, an awarded Proposer will be designated as "Consultant".

"Qualification Based Selection" or "QBS" (for the purposes of this RFP) means evaluations and scoring of proposals based on qualifications, experiences and project approach, without considering cost.

"RFP" means Request for Proposal.

"RFQ" means Request for Qualifications.

“Scope of Work” means the general character and range of services and supplies needed to complete the work’s purpose and objectives, and an overview of the performance outcomes expected by Agency.

“Services” means the services to be performed under the Contract by the Consultant.

“Statement of Work” means the specific provision in the final Contract which sets forth and defines in detail (within the identified Scope of Work) the agreed-upon objectives, expectations, performance standards, services, deliverables, schedule for delivery and other obligations.

6.9 Questions and Clarifications

All inquires, whether relating to the RFP process, administration, deadline or award, or to the intent or technical aspects of the services, must be submitted in writing to the City’s Project Manager listed in the advertisement for this proposal, at 20 East Main Street, Ashland, Oregon 97520. All questions must be received not later than ten (10) calendar days prior to the proposal submission deadline.

Answers to questions received by City, which are deemed by City to be substantive, will be issued as official addenda to this RFP to ensure that all proposers base their proposals on the same information. When appropriate, as determined by City in its sole discretions, revisions, substitution or clarification of the RFP or attached terms and conditions, an official addendum to this RFP will be issued. Proposer shall indicate receipt of all issued addenda by indicating the number of addendum received on the Proposal Form.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled closing time for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the proposer. The City may elect to email addendum to registered proposers but will do so as a courtesy only. All official addendums will be issued through ORPIN and it shall be the proposers sole responsibility to acquire any and all addendum pertaining to RFP. The proposer is strongly cautioned to monitor this site on a continual basis.

6.10 Protest of Requirements

Proposers may submit a written protest of any provision, specification or contract term contained in this RFP and may request a change to any provision, specification or contract term contained in this RFP, not later than ten (10) calendar days prior to the advertised proposal closing date.

A proposer’s written protest must meet the following requirements:

- A detailed statement of the legal and factual grounds for the protest.
- The reason for the protest or request for change.
- A statement of the form of relief requested or any proposed changes to the specifications or contract document.

All protests shall be mailed or otherwise delivered to the City marked as follows:

PROPOSAL PROTEST
Proposal No. **2018-16**
City of Ashland Public Works Dept.
ATTN: Scott Fleury, Deputy Public Works Director
20 East Main St
Ashland, OR 97520

City Response: The City may reject without consideration a proposer's protest after the deadline established for submitting protest. The City shall provide notice to the applicable proposer if it entirely rejects a protest. If the City agrees with the proposer's protest, in whole or in part, the City shall either issue an addendum reflecting its determination or cancel the solicitation.

Extension of Closing: If the City receives a written protest from a proposer in accordance with this rule, the City may extend closing if the City determines an extension necessary to consider the protest and to issue addenda, if any, to the solicitation of document.

Judicial review of the City's decision relating to a specification protest shall be in accordance with ORS. 279B.405.

6.11 Protest of Contract Award

Every proposer who submits a proposal shall be notified of its selection status. Any proposer who claims to have been adversely affected or aggrieved by the selection or any proposer who contends that the provisions of the RFP or any aspect of the procurement process has promoted favoritism in the award of the contract or has substantially diminished competition, must file a written protest to the RFP within seven (7) calendar days after the date of the selection notice. Failure to file a protest will be deemed a waiver of any claim by an offeror that the procurement process violates any provision of ORS Chapter 279A, 279B, 279C the City of Ashland Local Contract Review Board Rules or the City's procedures for screening and selection of persons to perform personal services.

6.12 Proposal Modification

Modifications or erasures made before proposal submission shall be initialed in ink by the person signing the proposal. Proposals, once submitted, may be modified in writing before the time and date set for proposal closing. Any modification shall be prepared on company letterhead, shall be signed by an authorized representative, and shall state that the new document supersedes or modifies prior proposal submissions and any other prior proposal modifications. Proposal modifications shall be submitted in a sealed envelope clearly marked "Proposal Modification," identifying the RFP number and closing date and time. Proposers may not modify proposals after proposal closing date and time.

6.13 Proposal Withdrawals

Proposals may be withdrawn in writing on company letterhead signed by an authorized representative and received by the Engineering Services Manager prior to the RFP closing time. Proposals may be withdrawn in person before closing time upon presentation of appropriate identification.

6.14 Proprietary Information

The City is subject to the Oregon Public Law (ORS 192.410 to 192.505), which require the City to disclose all records generated or received in the transaction of City business, except as expressly exempted in ORS 192.501, 192.502, or other applicable law. Examples of exemptions that could be relevant include trade secrets (ORS 192.50 (2)) and computer programs (ORS 192.501(15)). The City will not disclose records submitted by a Proposer that are exempt from disclosure under the Public Records Law, subject to the following procedures and limitations.

The entire RFP cannot be marked confidential; nor shall any pricing be marked confidential.

All pages containing the records exempt from disclosure shall be marked “confidential” and segregated in the following manner:

- It shall be clearly marked in bulk and on each page of the confidential document.
- It shall be kept separate from the other RFP documents in a separate envelope or package
- Where the specification conflicts with other formatting and response instruction specifications, this specification shall prevail.
- Where such conflict occurs, the Proposer is instructed to respond with the following: “Refer to confidential information enclosed.”
- This statement shall be inserted in the place where the requested information was to have been placed.

Proposers who desire that additional information be treated as confidential must mark those pages as “confidential”; cite as a specific statutory basis for the exemption, and the reasons why the public interest would be served by the confidentially. Should a proposal be submitted as described in this section no portion of it can be held as confidential unless that portion is segregated as described in the criteria above.

Notwithstanding the above procedures, the City reserves the right to disclose information that the City determines, in its sole discretion, is not exempt from disclosure or that the City is directed to disclose by the City’s Attorney, the District Attorney, or a court of competent jurisdiction. Prior to disclosing such information, the City will notify the Proposer. If the Proposer disagrees with the City’s decision, the City may, but is not required to, enter into an agreement not to disclose the information so long as the Proposer bears the entire cost, including reasonable attorney’s fees, of any legal action, including any appeals, necessary to defend or support a no-disclosure decision.

6.15 Terms and Conditions

Unless an official addendum has modified or reserved the right to negotiate any terms contained in the contract or exhibits thereto, City will not negotiate any term or condition after the protest deadline, except the statement of work, pricing and calendar with the selected proposer. By proposal submission, the selected proposer agrees to be bound by the terms and conditions as set forth in this RFP and as they may have been modified or reserved by City for negotiation. Any proposal that is received conditioned upon City’s acceptance of any other terms and conditions or rights to negotiate will be rejected.

6.16 Proposal Opening

Unless otherwise provided by Law or Rule, proposals received in response to this Request for Proposals shall be publicly opened at scheduled closing date and time at the Engineering Services Building at 51 Winburn Way, Ashland, Oregon 97520. Proposers who attend the RFP opening shall be informed only of the names of the Proposers submitting proposals. No other information shall be available and no copies of the proposals shall be made. Award decisions will NOT be made at the opening.

SECTION 7 - PROPOSAL FORM

Proposals should be prepared and organized in a clear and concise manner, and must include all information required by RFP. Headers, Titles or Tabs should be used to identify required information. Responses to the Evaluation Criteria found in Section 4 shall be organized in the same order listed in that Section, preferably by re-stating the Criteria, then responding below.

REQUIRED RESPONSE DOCUMENTS

THE FOLLOWING INFORMATION MUST BE RETURNED WITH YOUR RESPONSE:
(Place a check in front of the item indicating inclusion in your response)

- RESPONSE TO ALL EVALUATION CRITERIA listed in Section 4
- SECTION 8 – Proposal Form
- Bidder Residency Information
- Independent Contractor Certification

MWESB INFORMATION

City encourages contracting with minority owned, woman owned, and emerging small business (MWESB). The State of Oregon offers a certification process. Indicate below if your business is a MWESB and if so, which categories have been state certified. MWESB certified? Yes ___ No ___. If yes, indicate which categories below:

Minority Owned ___ Woman Owned ___ Emerging Small Business ___ Veteran Owned ___

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA TO PROPOSAL DOCUMENTS:

Proposer acknowledges receipt of Addenda and agrees to be bound by their contents.

Circle each RFP addendum received: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10

Check if not applicable or no addenda were received: ___

PROPOSER INFORMATION:

Proposer Company Name

Company Address (from which work will be performed)

Telephone Number

Fax Number

FEDERAL ID NUMBER

Person Signing RFP _____ Title _____

Signature: _____

Email Address: _____

EXHIBIT A. CONTRACT FORM, COA LIVING WAGE AND W-9

GOODS & SERVICES AGREEMENT

<p>CITY OF ASHLAND</p> <p>20 East Main Street Ashland, Oregon 97520 Telephone: 541/488-5587 Fax: 541/488-6006</p>	<p>PROVIDER:</p> <p>PROVIDER'S CONTACT:</p> <p>ADDRESS:</p> <p>PHONE:</p>
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This Goods and Services Agreement (hereinafter "Agreement") is entered into by and between the City of Ashland, an Oregon municipal corporation (hereinafter "City") and XXXXXXXXXXXXXXXXXXXX, a domestic business corporation ("hereinafter "Provider"), for (give very brief description of goods and services).

1. PROVIDER'S OBLIGATIONS

- 1.1 Provide more detailed description of goods and services as set forth in the "SUPPORTING DOCUMENTS" attached hereto and, by this reference, incorporated herein. Provider expressly acknowledges that time is of the essence of any completion date set forth in the SUPPORTING DOCUMENTS, and that no waiver or extension of such deadline may be authorized except in the same manner as herein provided for authority to exceed the maximum compensation. The goods and services defined and described in the "SUPPORTING DOCUMENTS" shall hereinafter be collectively referred to as "Work."

- 1.2 Provider shall obtain and maintain during the term of this Agreement and until City's final acceptance of all Work received hereunder, a policy or policies of liability insurance including commercial general liability insurance with a combined single limit, or the equivalent, of not less than \$2,000,000 (two million dollars) per occurrence for Bodily Injury and Property Damage.
 - 1.2.1 The insurance required in this Article shall include the following coverages:
 - Comprehensive General or Commercial General Liability, including personal injury, contractual liability, and products/completed operations coverage; and
 - Automobile Liability.
 - 1.2.2 Each policy of such insurance shall be on an "occurrence" and not a "claims made" form, and shall:
 - Name as additional insured "the City of Ashland, Oregon, its officers, agents and employees" with respect to claims arising out of the provision of Work under this Agreement;
 - Apply to each named and additional named insured as though a separate policy had been issued to each, provided that the policy limits shall not be increased thereby;
 - Apply as primary coverage for each additional named insured except to the extent that two or more such policies are intended to "layer" coverage and, taken together, they provide total coverage from the first dollar of liability;
 - Provider shall immediately notify the City of any change in insurance coverage
 - Provider shall supply an endorsement naming the City, its officers, employees and agents as additional insureds by the Effective Date of this Agreement; and
 - Be evidenced by a certificate or certificates of such insurance approved by the City.

- 1.3 All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. As evidence of the insurance required by this Agreement, the Provider shall furnish an acceptable insurance certificate prior to commencing any Work under this Agreement.
- 1.4 Provider agrees that no person shall, on the grounds of race, color, religion, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this Agreement when employed by Provider. Provider agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Provider agrees not to discriminate against a disadvantaged business enterprise, minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business enterprise certified under ORS 200.055, in awarding subcontracts as required by ORS 279A.110.
- 1.5 In all solicitations either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Providers of the Provider's obligations under this Agreement and Title VI of the Civil Rights Act of 1964 and other federal nondiscrimination laws.

2. CITY'S OBLIGATIONS

- 2.1 City shall pay Provider the sum of \$XXXXXX (could be hourly rate or lump sum amount) as provided herein as full compensation for the Work as specified in the SUPPORTING DOCUMENTS.
- 2.2 In no event shall Provider's total of all compensation and reimbursement under this Agreement exceed the sum of \$XXXXXX (this is maximum, not to exceed amount of entire Agreement) without express, written approval from the City official whose signature appears below, or such official's successor in office. Provider expressly acknowledges that no other person has authority to order or authorize additional Work which would cause this maximum sum to be exceeded and that any authorization from the responsible official must be in writing. Provider further acknowledges that any Work delivered or expenses incurred without authorization as provided herein is done at Provider's own risk and as a volunteer without expectation of compensation or reimbursement.

3. GENERAL PROVISIONS

- 3.1 This is a non-exclusive Agreement. City is not obligated to procure any specific amount of Work from Provider and is free to procure similar types of goods and services from other providers in its sole discretion.
- 3.2 Provider is an independent contractor and not an employee or agent of the City for any purpose.
- 3.3 Provider is not entitled to, and expressly waives all claims to City benefits such as health and disability insurance, paid leave, and retirement.
- 3.4 This Agreement embodies the full and complete understanding of the parties respecting the subject matter hereof. It supersedes all prior agreements, negotiations, and representations between the parties, whether written or oral.
- 3.5 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 3.6 The following laws of the State of Oregon are hereby incorporated by reference into this Agreement: ORS 279B.220, 279B.230 and 279B.235.

- 3.7 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Jackson County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 3.8 Provider shall defend, save, hold harmless and indemnify the City and its officers, employees and agents from and against any and all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature resulting from, arising out of, or relating to the activities of Provider or its officers, employees, contractors, or agents under this Agreement.
- 3.9 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 3.10 If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of Provider and the City set forth in this Agreement.

4. SUPPORTING DOCUMENTS

The following documents are, by this reference, expressly incorporated in this Agreement, and are collectively referred to in this Agreement as the "SUPPORTING DOCUMENTS:"

- The City's written XXXXXX(Request for Proposals, etc. dated XXXXXX.
- The Provider's complete written XXXXXX dated XXXXXX.

5. REMEDIES

- 5.1 In the event Provider is in default of this Agreement, City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to:
- 5.1.1 Termination of this Agreement;
 - 5.1.2 Withholding all monies due for the Work that Provider has failed to deliver within any scheduled completion dates or any Work that have been delivered inadequately or defectively;
 - 5.1.3 Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief;
 - 5.1.4 These remedies are cumulative to the extent the remedies are not inconsistent, and City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.
- 5.2 In no event shall City be liable to Provider for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Provider exceed the amount due, Provider shall pay immediately any excess to City upon written demand provided.

6. TERM AND TERMINATION

6.1 Term

This Agreement shall be effective from the date of execution on behalf of the City as set forth below (the “Effective Date”), and shall continue in full force and effect until XXXXXXXX, unless sooner terminated as provided in Subsection 6.2.

6.2 Termination

6.2.1 The City and Provider may terminate this Agreement by mutual agreement at any time.

6.2.2 The City may, upon not less than thirty (30) days’ prior written notice, terminate this Agreement for any reason deemed appropriate in its sole discretion.

6.2.3 Either party may terminate this Agreement, with cause, by not less than fourteen (14) days’ prior written notice if the cause is not cured within that fourteen (14) day period after written notice. Such termination is in addition to and not in lieu of any other remedy at law or equity.

7. NOTICE

Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via a reputable commercial overnight courier, or by mailing using registered or certified United States mail, return receipt requested, postage prepaid, to the address set forth below:

If to the City:

City of Ashland – XXXXXX Department
Attn: XXXXXXXXXXXXXXXX
20 E. Main Street
Ashland, Oregon 97520
Phone: (541) 488-XXXX

With a copy to:

City of Ashland – Legal Department
20 E. Main Street
Ashland, OR 97520
Phone: (541) 488-5350

If to Provider:

Provider’s name
Attn: XXXX
XXXXXXX

8. WAIVER OF BREACH

One or more waivers or failures to object by either party to the other’s breach of any provision, term, condition, or covenant contained in this Agreement shall not be construed as a waiver of any subsequent breach, whether or not of the same nature.

9. PROVIDER’S COMPLIANCE WITH TAX LAWS

9.1 Provider represents and warrants to the City that:

9.1.1 Provider shall, throughout the term of this Agreement, including any extensions hereof, comply with:
(i) All tax laws of the State of Oregon, 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 the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.1.2 Provider, for a period of no fewer than six (6) calendar years preceding the Effective Date of this Agreement, has faithfully complied with:

- (i) All tax laws of the State of Oregon, 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 the State of Oregon applicable to Provider; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

9.2 Provider's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this Agreement. Further, any violation of Provider's warranty, as set forth in this Article 9, shall constitute a material breach of this Agreement. Any material breach of this Agreement shall entitle the City to terminate this Agreement and to seek damages and any other relief available under this Agreement, at law, or in equity.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF ASHLAND:

XXXXXXXXXXXXXXXXXXXXX (PROVIDER):

By: _____
City Administrator

By: _____
Signature

Printed Name

Printed Name

Date

Title

Date

Purchase Order No. _____

(W-9 is to be submitted with this signed Agreement)

APPROVED AS TO FORM:

Assistant City Attorney

Date

City of Ashland LIVING WAGE

ALL employers described below must comply with City of Ashland laws regulating payment of a living wage.



\$15.12 per hour, effective **June 30, 2018.**

The Living Wage is adjusted annually every June 30 by the Consumer Price Index.

Employees must be paid a living wage:

- For all hours worked under a service contract between their employer and the City of Ashland if the contract exceeds **\$20,688.86** or more.
- For all hours worked in a month if the employee spends 50% or more of the employee's time in that month

working on a project or portion of business of their employer, if the employer has ten or more employees, and has received financial assistance for the project or business from the City of Ashland in excess of **\$20,688.86**.

- If their employer is the City of Ashland, including the Parks and Recreation Department.
- In calculating the living wage,

employers may add the value of health care, retirement, 401K and IRS eligible cafeteria plans (including childcare) benefits to the amount of wages received by the employee.

- **Note:** For temporary and part-time employees, the Living Wage does not apply to the first 1040 hours worked in any calendar year. For more details, please see Ashland Municipal Code Section 3.12.020.

For additional information:

Call the Ashland City Administrator's office at 541-488-6002 or write to the City Administrator, City Hall, 20 East Main Street, Ashland, OR 97520, or visit the City's website at www.ashland.or.us.

Notice to Employers: This notice must be posted predominantly in areas where it can be seen by all employees.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number										
Employer identification number										

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**The Associated Locksmiths of America
Technical Standards Policy**
ver. 2.3, 05/01/2005

1. **Ethics:** The locksmith will, at all times, abide by the Associated Locksmiths of America Code of Ethics.
2. **Identification/Authorization:** For all service orders involving physical security, the following information will be obtained before providing service.
 - a. Make positive identification of the ordering party.
 - b. Establish and record the client's basis of authorization for ordering such work.
 - c. Obtain signature on authorization/work order whereby signatory assumes full responsibility and liability for ordering the work specified.
 - d. Retain records for 3 years.
3. **Proprietary Monitoring:** The technician will never perform work on occupied premises without the client or client's authorized agent in attendance.
4. **Disputes:** The technician will not become a party to disputes of ownership or authority.
 - a. When an authorization dispute is deemed likely to arise, the technician will pre-advise the law enforcement agency in jurisdiction and request a uniformed officer to be present.
 - b. The technician will not provide service when there is a dispute of ownership involved without further authorization such as a court order, and law enforcement presence⁶⁹.
5. **Service Quality Control:** The technician will follow industry and manufacturer standards and insure random, complete and qualified recombination of cylinders, combination locks and access control systems for optimal security maintenance.
6. **Authorized Agents:** Security information and devices, such as keys, access cards and codes will be delivered only to the person for whom authorization has been determined in the work order. Positive identification will be obtained for such agents.
7. **Do Not Duplicate Keys:** Orders for keys stamped "Do Not Duplicate" or similar wording will be handled in the same manner as any unrestricted key (see 8). ALOA members should inform the consumer that the use of keys stamped "Do Not Duplicate", or similar wording, is not effective security, and further that the use of such words is deceptive because it provides a false sense of security. Consumers who desire effective security should purchase a patented key control system rather than rely on a "Do Not Duplicate" marking. This does not apply to keys protected by law.

8. **Assumption of Authority:** For individual, personal property or unrestricted locks, keys, or other qualifying device, the possession of a the qualifying device itself establishes the authority to order duplicates or recombine cylinders operated by such devices, unless the cylinders or systems are found to be master keyed (see 10) or of a restricted type (see 12), or unless the service technician suspects some wrongful intent. (See 9).
9. **Wrongful Intent:** If the technician suspects some wrongful intent or misrepresentation, he or she will refuse service and notify the law enforcement agency in jurisdiction.
10. **Master Keyed Systems:** No attempt will be made to originate a key for a master keyed lock unless positive ownership of the master key system can be established. Further, the work must be authorized in writing by the manager of the master key system, and ALOA positive I.D. policies must be followed.
11. **Master Key System Integrity:** No attempt will be made to expand any master keyed system without first obtaining a valid key bitting array and list of all key bittings currently in use. If this is not possible, the lock shall be keyed SKD or a new master key system generated.
12. **Restricted/Patented Key Control and High Security Key System Policies:** Procedures for servicing and key duplication of Restricted/Patented Key Control and High Security Key Systems will be in accordance with the manufacturer's policy and will be established at the time of purchase.
13. **Keys by Code:** Orders for keys by code will be handled in accordance with ALOA's Positive ID Policy.
14. **Key Cards, Digital Key Codes, Smart Key and Other Electronic Access Control Qualifying devices:** Procedures for servicing and providing additional cards, codes and other qualifying devices will be in accordance with the manufacturer's policy and will be established at the time of purchase. If there is no manufacturer's policy then the procedure for Master Keyed Systems (see 10) shall be followed.
15. **Access Control System Integrity:** Customers shall be advised that, without a qualifying device distribution list (card, code, smart key etc.) the secure expansion of an access control system cannot be guaranteed. Expansion of an access control system without a qualifying device distribution list will not be undertaken.
16. **Lock-Out Services:** Emergency entry service orders will be processed according to ALOA's Positive ID Policy as follows:

ALOA's Positive ID Policy

ALOA locksmiths are instructed to use the following positive identification policy when providing keys by code or servicing lockouts:

- a. **Notify Caller-** When a call comes in requesting keys by code or lockout services, ask the caller if he/she has identification and authority to order the key or open the lock.
 - b. **Complete Form-** When the customer arrives to pick up code keys or upon arrival at the job site, the locksmith should complete an Authorization Form that asks for the name, address, phone number, identification number and property description from the customer.
 - c. **Verify ID-** Verify the customer's photo-identification card and compare it to the information provided by the customer. If no photo-ID card is available, ask for some other reasonable form of ID.
 - d. **Verify Authority-** The locksmith should inquire as to what authority the customer has to order the key or open the lock, and request to see any reasonable and appropriate evidence that could verify the authority.
 - e. **Ask for Signature-** Ask the customer to sign the Authorization Form, which should contain a statement that (a) the information given by the customer is correct, (b) the customer has the authority to order the code key or open the lock, and (c) the customer shall indemnify and hold harmless the locksmith against liability.
 - f. **Optional Last Resort-** If you have any suspicions that the customer is giving false information or does not have authority to order the code key or open the lock, say that you will be happy to provide the service with a law enforcement officer present. If the customer agrees, call the police; if not, leave and notify the police.
 - g. **File the Form-** Keep the Authorization Form on file for a reasonable period of time. (Minimum of three years)
- 17. Security System Records Management:** The TMK register, End User Register, Progression & Billing Lists, Authorization and Inventory Records, File Keys, Access cards and/or other qualifying devices and all client information shall be maintained in a secure and confidential manner at all times. Computer master key and card key systems shall be password protected and back up media stored in an appropriate UL labeled security container.
- 18. Safe & Vault Service:** Safe combining and recombining will be performed in a professional manner as follows:
- a. Record of combination will be provided to customer with complete operating instructions.
 - b. If safe's contents are not removed while technician works on container, an authorized agent for client must be present at all times*.
- 19. Bonding & Insurance:** The locksmith will have necessary bonding and insurance for the protection of his clients.
- 20. Hazardous Conditions:** If any service conditions exist which pose potential risk or lockout hazard, the client will be notified and recommended action proposed.
- 21. Codes & Ordinances:** No lock or security device will be installed or recommended for any application which will violate ICC, UBC, NFPAA, ADA or any local code or ordinance or pose a threat to life safety.

**If these conditions cannot be met, a signed authorization must be secured in which the client assumes full responsibility and absolves the locksmith from any and all claims arising from the execution of the work.*