



REQUEST FOR PROPOSALS

Public Safety, Emergency Preparedness, Safety Equipment and Solutions

Solicitation Number 2020-9189

December 29, 2020

Single Point of Contact: [Procurement Specialist] (See Section 1.4)

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PROPOSALS DUE: NOT LATER THAN 4:00 PM, February 2, 2021
LATE PROPOSALS MAY NOT BE ACCEPTED

VIRTUAL Pre-Proposal Meeting:

NOTE: A virtual pre-proposal meeting will be held for this solicitation at 10:00 AM, PST, on Tuesday, January 12, 2021, via Microsoft Teams Meeting. Dial In number: 1-971-254-1226, Conference ID number 652 032 023#. Attendance is Optional. This meeting is intended to clarify the information provided in this Request for Proposal (the "RFP") and to provide an opportunity for interested parties to ask questions regarding the Port of Portland's solicitation requirements and process.

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1 OVERVIEW

1.1 Introduction

The Port of Portland (the “Port”) is soliciting proposals from experienced firms or teams of firms (the “Provider or Providers”) capable of providing services to the Port on the Request for Proposal (RFP) Public Safety, Emergency Preparedness, Safety Equipment and Solutions. The Port intends to award one or more highly qualified Provider(s) up to a potential 5-year contract. At the Port’s option, the contract may be extended for up to two additional years, in one-year increments. The anticipated full term of the contract is five (5) years.

The overall objective of this RFP is to select a Provider that will provide public safety, emergency preparedness, safety equipment and solutions in the most cost-effective manner while maintaining the highest quality and standards. Qualified Providers are invited to submit proposals, based on the information provided in this RFP with the intent to establish a national cooperative business alliance with the Port of Portland and OMNIA Partners, that will maximize the resources of both organizations to most effectively meet OMNIA Partners national participating agencies’, and the Port’s needs.

National Contract

The Port of Portland, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Port of Portland is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the

foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Provider, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (ATTACHMENT A)

The Port of Portland anticipates spending approximately \$500,000.00 over the full potential Master Agreement term for Public Safety, Emergency Preparedness, Safety Equipment and Solutions. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Public Safety, Emergency Preparedness, Safety Equipment and Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$100 million. This projection is based on the current annual volumes among the Port of Portland, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

The Provider shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven (7) years.

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the

Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

1.2 Sample Contract

Provided acceptable proposals are received, the Port intends to enter into one or more contracts based on this RFP. Such contract(s) shall be subject to the Port's standard terms and conditions provided for review as Schedule 1.2 Sample Contract and its associated Schedules.

1.3 RFP Schedule

1.3.1 Deadlines

The following schedule is tentative and subject to change at the Port's sole discretion:

- December 29, 2020 Issuance of RFP to prospective Providers
- January 12, 2021 Pre-proposal meeting with prospective Providers
- January 21, 2021 Questions and answers (Q&A) period ends
- February 2, 2021 4 p.m. deadline for receipt of proposals
- February 23, 2021 Presentations, demonstrations or interviews (if required)
- March 1, 2021 Selection of apparent successful Provider announced
- March 8, 2021 Award protest period ends
- April 1, 2021 Contract begins (approx.)

1.4 Single Point of Contact

Christina Hamel, Procurement and Contract Specialist II, is the solicitation manager for this RFP and is the Single Point of Contact (SPC) for Providers during the RFP process (refer to Section 1.1.1 for information on questions). Contact with other Port employees, officials, or representatives regarding this RFP, including without limitation any attempt to influence a member of the evaluation team (refer to Sections 2, and 4 below for information on the evaluation team), is prohibited. Such conduct by a Provider will be grounds for immediate rejection of its proposal.

1.5 Background

It is the intention of the Port to establish a contract with one or more Providers for Public Safety, Emergency Preparedness, Safety Equipment and Solutions to support the Port and other public entities with products and services related to public safety, emergency

preparedness, including but not limited to public and health crisis, civil unrest, national disaster, homeland security risks, and general public preparedness.

1.6 Scope of Services

See Schedule 1.6 for the full scope of services.

1.7 Minimum Requirements

The intent of this solicitation is for Providers to propose a broad selection of public safety, emergency supplies, equipment and solutions specified in (1.8 or in Schedule A).

To meet the varied needs of the Port and Participating Agencies, the Port required that Providers have the ability to respond to all categories in Schedule A, Scope of Services, have at least 5 years of experience providing those products and services to the public sector, and have a national presence in the industry with the ability to provide products in all 50 states as a nationwide Supplier. Although this section reflects the needs and requirement of the Port, OMNIA Partners Participating Agencies may have additional needs and requirements. The awarded Provider will have the ability to offer their comprehensive public safety, emergency preparedness, safety equipment and solutions nationally. OMNIA Partners participating agencies may sign a supplemental or usage agreement with the awarded Provider substantially based on the terms and conditions of the Port of Portland contract. Participants may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

1.8 Airport Security and Badging Requirements

The successful provider will be required to comply with all rules and regulations governing airport security, including but not limited to the security and badging requirements set forth in the Portland International Airport (PDX) Rules (available at http://cdn.portofportland.com/pdfs/PDX_Rules.pdf), and regulations promulgated by the Transportation Security Administration ("TSA") and the Federal Aviation Administration ("FAA"), as more fully described in the sample contract attached as Schedule 1.2 and its associated Schedules. Providers are encouraged to obtain and thoroughly review the PDX Rules and other governing rules and regulations before submitting a bid.

1.9 Security Requirements

The successful Provider will be required to comply with all applicable security requirements for the premises, as more fully described in the sample contract attached as Schedule 1.2 and its associated Schedules. Providers are encouraged to obtain and thoroughly review applicable security requirements before submitting a proposal.

2 PROPOSAL PROCESS

2.1 General

2.1.1 Evaluation

Proposals will be evaluated by a Port evaluation team. The evaluation will be in accordance with Section 3.2.2, Required Submissions and Evaluation Criteria, and may include requests by the team for additional information, oral discussions, site visits, and inquiries into the experience and responsibility of the Provider.

2.1.2 No Obligation to Award; Costs; Cancellation or Rejection

The issuance of this RFP, and the receipt and evaluation of proposals does not obligate the Port to award a contract. The Port will not pay any costs incurred in responding to this RFP. The Port may cancel this RFP or reject any or all proposals in accordance with ORS 279B.100.

2.1.3 Commencement of Work

The successful Provider may not commence work until receipt of a fully executed contract.

2.1.4 Questions

All questions relating to this RFP must be posed through the Port's online vendor portal at www2.portofportland.com under the Business Opportunities Tab. Questions received fewer than five (5) business days prior to the deadline for receipt of proposals may not be considered.

2.2 Pre-Proposal Interpretation of Contract Documents

2.2.1 Changes to RFP

- a) The Port reserves the right to make changes to the RFP. Changes will be made by written addendum which will be issued to all prospective Providers on the Port's list of RFP holders.
- b) Prospective Providers may request or suggest any change to the RFP by submitting a written request, at www2.portofportland.com through the Business Opportunities vendor portal. The request shall specify the RFP provision in question and contain an explanation for the requested change. The request must be submitted at least five (5) business days prior to the deadline for receipt of proposals.
- c) The evaluation team will evaluate all requests submitted but reserves the right to determine whether to accept the requested change.

2.2.2 Amend or Withdraw Proposal

A Provider may amend or withdraw its proposal any time prior to the time and date established for proposal submission.

2.3 Public Disclosure of Proposals

2.3.1 General Rules

a) Oregon's Public Records Laws

Pursuant to Oregon's public records laws (ORS 192.311 to 192.431), any information provided to the Port pursuant to this RFP is subject to public disclosure in response to a public records request.

b) Oregon Public Contracting Code Disclosure Limitations

Consistent with ORS 279B.060(6)(a), the Port:

- i.** does not make proposals open for public inspection until after the notice of intent to award a contract is issued; and
- ii.** at the Port's election, may open proposals in a manner to avoid disclosing contents to competing Providers during the process of negotiation (except that the Port will make available the identity of all Providers after the proposals are opened).

2.3.2 Exemptions from Disclosure

a) Exemptions Generally

The general public disclosure requirement under Oregon's public records laws is subject to a number of exemptions. The Port advises each Provider to reference Oregon's public records laws and to consult with its own legal counsel regarding public records issues prior to submitting a proposal.

b) Trade Secrets

Consistent with ORS 279B.060(6)(b), after the Port issues notice of intent to award the Port may withhold from disclosure certain, specific information within a proposal that is exempt from disclosure as "trade secrets" under ORS 192.345(2). Such information must be properly marked in accordance with Section 2.3.3b) below and remains subject to disclosure as described in Section 2.3.4 below.

c) Information Submitted in Confidence

Unless expressly provided otherwise in this RFP or in a separate written communication from an authorized representative of the Port, the Port does not oblige itself to withhold from public disclosure any proposal information submitted "in confidence" as provided under ORS 192.355(4) unless the information is otherwise exempt from disclosure under Oregon law. The Port considers proposals submitted in response to this RFP to be submitted in confidence only until the Port completes its evaluation of all proposals and publicly announces the results.

2.3.3 Properly Marking Information Believed to be Exempt

a) Generally

If a Provider believes that any specific information within its proposal is exempt from disclosure under Oregon's public records laws, the Provider must:

- iii.** prominently mark all such specific information as exempt in its proposal; and
- iv.** submit a duplicate copy of its complete proposal, with only the specific information that the Provider believes is exempt redacted such that it is not legible to readers. Marking the entire proposal as exempt from disclosure, or marking lengthy passages as exempt in a "blanket" manner, is not acceptable and the Port may consider such proposals to be improperly marked (refer to Section 2.3.4 below regarding improperly marked proposals). When exempt information is mixed with nonexempt information, the nonexempt information must be disclosed. The Port reserves the right to determine, in its sole discretion, whether a proposal has been properly marked to assert exemptions from disclosure.

b) Trade Secrets

If a Provider believes that any specific information within its proposal is exempt from disclosure as a "trade secret" under ORS 192.345(2), then in addition to meeting the proposal marking and submission requirements set forth in Section 2.3.2a) above the Provider must complete and submit with its proposal a Certification of Trade Secret in the form attached as Schedule 2.4.3.

2.3.4 Improperly Marked Proposals

The fact that a Provider marks information in its proposal as exempt from disclosure does not necessarily mean that the information is exempt. Upon the receipt of a public records request, the Port will make an independent determination regarding the applicability of exemptions that have been asserted in properly marked proposals. Providers are cautioned that improperly marked proposals are subject to disclosure in their entirety, without any independent review by the Port and without notice to the Provider. If a Provider fails to identify information in a proposal that the Provider believes is exempt from disclosure, the Provider waives any future claim that such information is exempt.

2.4 Submission of Proposals

2.4.1 Requirements

Each Provider's submission in response to this RFP must:

- a)** Include a single file that contains the complete proposal and Schedule 3.2.1 Proposal Form.
- b)** If applicable pursuant to Section 2.3.3 above, include one file that contains a completed Schedule 2.4.3 Certification of Trade Secret form and a redacted copy

of the complete proposal, as provided in such subsection.

- c) Be submitted in a sealed envelope that is plainly marked with **Solicitation Number 2020-9189 and “Proposal to Provide Public Safety, Emergency Preparedness, Safety Equipment and Solutions”**, and that bears the Provider’s name and address.

2.4.2 Proposal Submission Method

2.4.3 Requirements

Each Provider’s submission in response to this RFP must:

- a) Include a single file that contains the complete proposal and Schedule 3.2.1 Proposal Form.
- b) If applicable pursuant to Section 2.3.2 above, include one file that contains a completed Schedule 2.4.3 Certification of Trade Secret form and a redacted copy of the complete proposal, as provided in such subsection.

2.4.4 Proposal Submission Method

Proposals must be submitted by electronic means by uploading Adobe Acrobat, Microsoft Word, and/or Excel files to the Port’s online bidding system PlanetBids in one .zip file. Do not use spaces, dashes, or any punctuation other than periods (.) in the file name.

2.4.5 Period of Irrevocability

Proposals will be offers that are irrevocable for a period of sixty (60) days after the time and date proposals are due. Proposals must contain the name, address and telephone number of an individual or individuals with authority to bind the company during the period in which the proposal will be evaluated.

2.5 Protests

2.5.1 Protest Submission

A Provider or prospective Provider who wishes to object to or protest any aspect of this procurement as provided under ORS Chapter 279B, including but not limited to, matters that are apparent on the face of the solicitation documents (such as the Scope of Services, specifications, and Sample Contract attached as Schedule 1.2 and its associated Schedules) and the award of the contract must deliver a written protest to the Manager of Contracts and Procurement, 7200 N.E. Airport Way, Portland, OR 97218; mailing address, PO Box 3529, Portland, OR 97208; or via facsimile to (503) 548-5812. A protest is delivered for the purposes of this paragraph when it is received by the Port’s Contracts and Procurement Department Staff.

2.5.2 Protest Content; Incomplete Protests; Port Investigation and Response

A protest will be deemed to include only the documents timely delivered pursuant to this

paragraph. It must identify the prospective Provider's name and contact information and be sent by an authorized representative of the Provider. It must contain all information required for protests under ORS Chapter 279B, clearly state all grounds for the protest and the relief sought, and include all supporting evidence, in the form of physical evidence, documents, or affidavits. The Port reserves the right to decline to consider protests that do not include the required information. The Port may investigate as it deems appropriate in reviewing the protest and will issue a written decision in response to the protest.

2.5.3 Timeliness

a) Matters that are Apparent on the Face of the Solicitation Documents or that is Otherwise Known or Should Have Been Known

If the protest relates to matters that are apparent on the face of the solicitation documents or to matters that are otherwise known or should have been known to the protester, the protest must be delivered no fewer than five (5) business days prior to the deadline for the Port's receipt of proposals.

b) Other Matters (including Contract Award)

If the protest relates to other matters, including but not limited to the award of the contract, it must be delivered as soon as possible, and in no event more than five (5) business days, after the protester knows or reasonably should have known of the award of the contract, the Port's intent to award the contract, or other matters to which the protest is addressed. If the Port receives only one proposal, the Port may dispense with the intent to award protest period and proceed with negotiations and award.

c) Untimely Protests

The Port reserves the right to decline to review untimely protests.

2.5.4 Right to Protest Contract Award (Specifically)

In addition to meeting the other protest requirements set forth in this RFP, a Provider may only protest the award of the contract (or notice of intent to award the contract, whichever occurs first), if the Provider is adversely affected because the Provider would be eligible to be awarded the contract in the event the protest was successful and the reason for the protest is one of the reasons specified in ORS 279B.410(1)(b).

2.5.5 Appeal Rights

If a protester disagrees with the written decision issued by Port's Manager of Contracts and Procurement, the protester may appeal in writing to the Port's Executive Director. The written appeal must clearly state the grounds on which the Provider believes the Port's protest decision should be overturned and must include all legal arguments and all evidence in support of the appeal, in the form of physical evidence, documents, or

affidavits. The written appeal must be received by the Executive Director, Port of Portland, 7200 N.E. Airport Way, Portland, OR 97218 (mailing address P.O. Box 3529, Portland, OR 97208), within five (5) business days after the protester's receipt of the written decision issued by Port's Manager of Contracts and Procurement. The Executive Director will issue a written decision to the protest. The Executive Director may decline to consider a late appeal.

2.5.6 Action after Denial of Protest and Appeal

The Port may proceed with the procurement after denial of the protest or denial of the appeal, including but not limited to contract award, execution, and performance.

3 PROPOSAL STRUCTURE CONTENT AND EVALUATION CRITERIA

3.1 Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Provider's ability to satisfy the requirements of this RFP. Responses to each section and subsection should be labeled to indicate the criterion being addressed. Submissions of technical literature, display charts, or other supplemental materials are the responsibility and within the discretion of the Provider. The Port will not be liable for any expense incurred in the preparation of proposals. If CD's or DVD's are required by the RFP they will not be returned to the Provider. Firms interested in being considered for this work must submit the following written information for review by the evaluation team.

3.1.1 Providers are required to provide complete information in their proposals. A proposal response to Section 3.2.2 shall be in a font size no smaller than 10 points. Pages should be numbered consecutively utilizing the provided proposal form as the first page. The following will not be considered in total pages submitted for the purposes of the page limit section separators, affidavits (if required), and the Proposal Form.

3.2 Format

Proposals shall conform to the following format:

3.2.1 Part I - Proposal Form

Providers must complete the Proposal Form, attached as Schedule 3.2.1, and include it as the first page of their proposal. This form does not count toward the page limitation.

3.2.2 Part II - Required Submissions and Evaluation Criteria

In addition to the required Section 3.1 above, Providers must submit information that enable the Port's evaluation team to evaluate proposals based upon the criteria shown below. If no criteria weighting is shown, then the criteria are listed in their relative order of importance. Although some of the criteria may be given more weight than others, each Provider is expected to provide the Port with a comprehensive proposal which allows the

Port to do a complete evaluation against the criteria. A response to ATTACHMENT A must be included with submission.

4 PROPOSAL CONTENT AND EVALUATION CRITERIA

4.1 Qualifications, Performance Capability and Sustainability of Provider – Weight 30%

4.1.1 Provider shall provide a brief history of the Provider and its organization. Include the Principal or Officer of the organization who will be the Port's primary point of contact during clarifications or negotiations. This individual must have the authority to clarify and/or negotiate all aspects of the scope or work on behalf of the provider.

4.1.2 Provide a minimum of 5 current public sector references similar in size to the Port of Portland and in relation to the scope of this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

4.1.3 What is your reputation in the marketplace?

- a. Describe the financial condition of Provider.
- b. Describe Provider's experience in providing the products and service in in the marketplace.

4.1.4 Describe experience working with the government sector

- a. Describe your ability to comply with public agencies that use federal funds for purchases.
- b. Describe Providers experience in complying with Federal Uniform Guidance (2 CFR § 200) when Participating Public agencies are receiving and using federal funds for purchases

4.1.5 Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

4.1.6 Describe the Provider's safety record.

4.1.7 Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

4.1.8 Provide any additional information relevant to this section.

4.2 QUALITY CONTROL AND PROJECT APPROACH – WEIGHT 25%

4.2.1 Include a detailed response to Attachment A, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national

sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

4.2.2 The successful offeror will be required to sign Attachment A, Exhibit B, OMNIA Partners Administration Agreement. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement. Include completed Attachment A, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

4.2.3 Describe ordering process. Do you provide for on-line ordering, punch out capabilities, and e-commerce systems? Describe the options available and any authorization platforms.

4.2.4 Describe how provider responds to emergency events. Include specifics related to events such as:

- a) Natural disasters,
- b) Civil unrest,
- c) Pandemic, etc.

Include response time and details of emergency response events.

4.2.5 Describe any shipping charges.

- a) Detail ancillary and freight costs and pricing for orders placed outside Continental US.
- b) What are the minimum shipping requirements?
- c) Detail shipping on all items meeting minimum shipping requirements. Provider may include a shipping fee on orders less than minimum shipment.

4.2.6 What is provider's average on time delivery rate? Describe provider's history of meeting delivery timelines.

4.2.7 What is Provider's average Fill Rate?

4.2.8 Describe provider's ability to meet service and warranty needs. Provide pricing for warranties on all products and services.

4.2.9 Describe your return and restocking policy.

4.2.10 Describe Provider's customer service support/problem resolution process. Include hours of operation, number of services, etc.

4.2.11 Describe Provider's invoicing process. Include payment terms and acceptable methods of payments. Providers shall describe any associated fees pertaining to

credit cards/p-cards.

4.2.12 Describe provider's contract implementation/customer transition plan.

- a. Provider shall present their typical approach to providing services within these categories, including methodology and delivery. Provider will be expected to ensure design compatibility and uniformity. Include, a detailed work plan for each service offering that identifies key timeframes and milestones. The Port reserves the right to make additional investigation as it deems necessary to establish the competence and financial stability of any Provider submitting a proposal.
- b. provide an overview of the risks your firm expects to be involved in this project, including, but not limited to, deadlines, milestones, potential delays, and overall risk. Explain your plan for managing and mitigating the risks identified.

4.2.13 Provide a synopsis of the type of management reports that you are able to generate and provide for governmental clients.

4.2.14 Describe any retail stores Provider has and what procedures are in place to ensure contract pricing on all products lines to participating agencies that purchase from retail location.

4.2.15 Provider must include their company's standard master service agreement

4.2.16 Provider additional information relevant to this section.

4.3 Products/Pricing – Weight 40%

4.3.1 Provider shall provide auditable pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a product lines, services, warranties, etc. That are available from Provider and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. The discount proposed shall remain the same throughout the term of the contract and all renewal options. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified.

4.3.2 Is pricing available for all products and services?

4.3.3 Describe Provider's ability to provide customized market baskets to participating agencies. Describe any limitations to customized market baskets (number of items, excluded categories, agency size limitations, etc.). How frequently does Provider propose to update customized market baskets?

4.3.4 Describe Equipment offerings and include details on new, used, parts accessories,

services and repairs, trade-ins, leasing/financing and provide price structure for each of these items.

4.3.5 Describe any garment services you may provide. Include details and fees associated with tailoring, customization, uniform programs, non-stock, oversize charges, etc.

4.3.6 Provide details of and propose additional discounts for volume orders, special manufacturer's offers, special programs, minimum order quantity, free goods programs, total annual spend, etc.

4.3.7 Describe any additional discounts or rebates available. Additional discounts, volume discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

4.3.8 Describe any special offers or promotions Provider may make available.

4.3.9 Provide any additional information related to products and services Provider proposes to enhance and add value to the Contract

4.3.10 Describe how customers verify they are receiving Contract pricing.

4.3.11 Describe payment methods offered.

4.3.12 Provide available payment terms

4.3.13 Indicate if payment will be accepted via credit card. If so, may credit card payment(s) be made online? Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

4.3.14 Propose the frequency of updates to the Provider's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

4.3.15 Describe how future products introductions will be priced and align with Contract pricing proposed.

4.3.16 Provide any additional information relevant to this section.

4.3.17 Provider will submit a completed Price Proposal Form (Schedule E)

Balance of Line/Comprehensive Product Offering. Each provider awarded an item under this solicitation may offer their complete product and service offering/balance of line for Public Safety, Emergency Preparedness, Safety Equipment and Solutions. Pricing for complete product offering/balance of line items will be determined by a percentage discount off the provider's retail price list. The pricing percentage discount offered must be entered on the Products/Pricing section of the Provider's response labeled as

Complete Product Offering/Balance for Line section.

Federal Funding Pricing. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Provider is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

State any proposed deviations from the general requirements of the RFP. All proposed deviations must include a) written rationale for each proposed deviation, and b) express proposed revised language. Proposed deviations without inclusion of a) and b) above will not be considered.

Note:

In order to comprehensively evaluate the proposals received, the Port of Portland, may seek additional information or clarification from one or more of the providers.

Proposals containing significant proposed deviations or exceptions, including deviations or exceptions to the Sample Contract, will be evaluated accordingly and scoring may be impacted. The Port retains the sole discretion whether to accept proposed deviations or exceptions.

4.4 SMALL BUSINESS ENTERPRISE PROGRAM - WEIGHT 5%

This section 4.4 applies to local preference for award(s) by Port only, and the scoring from this section 4.4 will not affect a regional or national award. We are committed to increasing small business enterprise participation in government contracts. A small business is defined as a for-profit small business that has been certified as small or disadvantaged by either a State Certification Office, or by any city, county, or regional government agency.

Although this solicitation does not have a specific contract goal attached, the Provider's ability to include small business participation as subcontractors, suppliers, or vendors will be considered during the evaluation of proposals. The proposal shall address the following:

- Is the Provider certified as a small business?
- Provide a narrative description of the Provider's experience in promoting small business participation as partners, subcontractors, or suppliers on previous projects. Describe any innovative or successful measures that the Provider has undertaken to

increase small business participation on projects.

- Provide a list of firms certified small business with which the Provider's firm has had a contractual relationship during the last 12 months. Include the name of the small business, type of work they performed and the dollar value of their contract.
- Considering the scope of work of this RFP, past small business achievements on similar types of projects and the Provider's current relationships with the small business community, clearly state what small business goal as a percentage of the contract dollars the Provider believes it can realistically achieve on this contract based on the proposed work. (The percentage stated will become the contract goal).
- Submit a work plan that describes portions of the work the Provider will subcontract and identify work items that could be performed by small businesses. Describe the actions and strategies the Provider will take to increase small business participation in this work. Include names of small businesses that will be subcontractors on this project and identify/describe what work scopes, and anticipated contract amount, the named small business subcontractor will perform. (Firms identified will be notified upon award of any contract awarded under this solicitation).

5 EVALUATION PROCEDURES

5.1 Competitive Range

An evaluation team will determine which proposals are within the competitive range in accordance with the evaluation criteria set forth in Section 4. Proposals will be evaluated in two (2) stages. First, proposals will be scored based on the criteria set forth in Sections 4.1, 4.2. and 4.3. The top-ranking proposals will be recommended for a regional or national award. Second, up to an additional 5 points will be given for local preference, with scores based on the criteria set forth in Section 4.4. Proposals that were not previously ranked high enough for a regional or national award, but are ranked high enough after local preference points are added, will be recommended for a local award. Only those proposals determined to be within the competitive range will be considered for award.

5.2 Evaluation Team Members

- 5.2.1 One or more evaluation team members may conduct an initial evaluation of all proposals, using the evaluation criteria set forth in Section 4, and may identify a subset of proposals as finalists for further evaluation by the evaluation team.
- 5.2.2 After the initial evaluation, members of the evaluation team may perform any of their functions individually, or as a group consisting of two or more evaluation team members.
- 5.2.3 If functions are performed by individual evaluation team members or by a group consisting of less than the full evaluation team, the evaluation team members

performing the functions shall report to the full team a summary of the information gathered or conclusions reached.

- 5.2.4 A report of final evaluation results and any recommendation regarding award of a contract may be made to the Executive Director or the Executive Director's designee without the participation of all evaluation team members, provided that a majority of evaluation team members participate.

5.3 Presentations, Demonstrations, Interviews

Selected Providers may be invited to participate in a presentation, demonstration or interview stage of the evaluation process. Depending upon the specific situation, Providers may be requested to provide a topic-specific presentation, a product demonstration, or to respond in person to questions related specifically to their proposals and other pertinent matters with respect to the RFP. In such a case the information obtained shall become a factor in overall selection.

5.4 Best and Final Offers

The Port reserves the right to request "best-and-final-offers from the highest ranked Providers. In the event of such a request, submission requirements will be communicated to the highest ranked Providers by the SPC.

5.5 Scope and Compensation Negotiations

The Port will identify the highest ranked Provider or Providers based on qualifications using the procedures set forth above in Section 4. The Port and the highest ranked Provider(s) will negotiate the compensation level, and if appropriate, the scope of services and performance schedule based on the scope of services. The compensation level paid must be reasonable and fair to the Port as determined solely by the Port. If the Port and the Provider are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the Port, the Port will, either orally or in writing, formally terminate negotiations with that highest ranked Provider. The Port may then negotiate with the next highest ranked Provider. The negotiation process may continue in this manner through successive Providers until an agreement is reached or the contracting agency terminates the selection process. If the Port intends to award more than one contract under this RFP and selects multiple candidates for such awards, the negotiation process described in this subsection will apply to each of the identified candidates.

5.6 Proposed Fees; Rates; Reimbursable Expenses

- 5.6.1 At the time of compensation negotiations, the selected Provider shall propose a schedule of fees based on hourly rates and aligned with the tasks identified in the scope of services. The rates shall be broken down to show:

- a. the unburdened rate,

b. the audited overhead

c. profit.

5.6.2 Rates shall not include fees or markups on subcontractor services or materials; all subcontractor services and materials shall be at actual cost. Any reimbursable expenses for this work must not conflict with the Port Consultant Expense Reimbursement Guideline.

Contract No. [###]
This number must appear
on all invoices

SAMPLE CONTRACT, SCHEDULE 1.2

PORT OF PORTLAND

PRICE AGREEMENT -- GOODS

Public Safety, Preparedness, Safety Equipment and Solutions.

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

[Provider] ("Provider")
[Address]
[City, State, Zip]

RECITALS

- A.** The Port issued a Request for Proposals, No. 2020-9189 (the "Solicitation"), inviting offers from potential providers for Public Safety, Preparedness, Safety Equipment and Solutions.
- B.** Provider submitted an offer in response to the Solicitation, offering to provide the item or items described on the attached Schedule 1, *Pricing*, collectively the ("Goods") under the terms and conditions of this Price Agreement (the "Contract").
- C.** The Port evaluated all offers and selected Provider as a provider for the Goods.
- D.** The Port of Portland has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the Contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.

AGREEMENT

1 NATURE OF CONTRACT

1.1 This Contract is for Provider's supply of the Goods to the Port, on an as-required basis upon the Port's order. The Port does not guarantee the purchase of any specific quantity of Goods under this Contract and reserves the right to order similar goods from other suppliers if it is in the Port's best interests to do so.

1.2 Similar items purchased but not listed Schedule 1 shall be supplied at a minimum [###]% discount from the manufacturer's published list(s) price, as follows:

- 1.2.1 [Manufacturer] [%]
1.2.2 [Manufacturer] [%]
1.2.3 [Manufacturer] [%].

2 TERM

The term of this Contract shall commence on March 18, 2021, or the date that this Contract is fully executed by both parties, whichever is later, and shall expire on [Date], unless sooner terminated under the provisions of this Contract. The Port shall have 2 options, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for one year at a time. The Port may exercise an option to extend the term by giving Provider written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Provider's OBLIGATIONS. The anticipated full term of the contract is five (5) years. The Provider shall have the right to enter local "service" agreements with Participating Public Agencies ("PPA") accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years.

Provider's obligations under this Contract include, but are not limited to, the following:

- 2.1** To sell, furnish, and deliver the Goods anywhere the Port may designate within the greater Portland, Oregon metropolitan area, FOB destination, as specified in the attached Schedule 3.1, *Specifications*, upon Provider's receipt of an authorized order from the Port.
- 2.2** To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format to the Port's Manager of Contracts and Procurement upon request; and
- 2.3** To provide the Port's Contract Administrator for this Contract, [Name], [###-###-####], [Email] a minimum of two (2) contact names for Provider including 24 hour-accessible phone numbers (office, home, cellular and/or pager), with full authority to make all necessary shipping arrangements for Goods. The Port will identify the Port representatives which are authorized to place orders against this Contract.
- 2.4** To comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract or to Provider's obligations under this Contract, as they may be adopted or amended from time to time.

3 COMPENSATION

3.1 Basis of Compensation

The Port will pay for Goods on a price-per-unit basis, as set forth on Schedule 1. Provider acknowledges that such prices include all delivery costs, tariffs, import charges, duties, and all local, State or Federal taxes required to deliver the Goods in accordance with this Contract.

3.2 Total Compensation

The total compensation payable under this Contract shall not exceed \$ \$100,000.00 per contract year without a written amendment signed by authorized representatives of both parties.

4 PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice delivered pursuant to an authorized order under this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

5 PRICE ADJUSTMENTS

5.1 Price Decreases

The Port shall be given the immediate benefit of any price decrease. Provider shall promptly notify the Port of the amount and effective date of each decrease. This decrease shall apply to orders placed on or after the effective date of the decrease. Invoices shall reflect prices in effect on the date the Port's Order document was written. Should such decreased prices again increase during the term of the Contract, including extensions, the Port shall honor the increase only if approved in accordance with Section 6.2 below, *Price Increases*.

5.2 Price Increases

Provider may request a price increase, which the Port will consider in its sole discretion, no more frequently than once annually for the ensuing one-year period beginning on the effective date of the Contract or on an anniversary of the effective date of the Contract the ("Contract Year") to reflect an increase in Provider's actual costs in sourcing the Goods. Provider must submit a written request with backup documentation establishing such increase. Any such request shall be submitted to the Port no less than thirty (30) calendar days prior to the end of the Contract Year, and adjustments shall be effective as of the beginning of the following Contract Year. Except as provided in the immediately following sentence, no price shall increase more than the percentage change during the preceding Contract Year in the Consumer Price Index for All Urban Consumers (CPI-U), US City Average, not seasonally adjusted, all items, published by the U.S. Department of Labor. If Provider seeks a price increase which exceeds the CPI-U, then Provider must provide such reliable information as the Port may request, in its sole discretion, to establish that Provider's sourcing cost increases reasonably and unforeseeably

PROVIDER IS INDEPENDENT CONTRACTOR

Provider is an independent contractor for all purposes and shall be entitled to no compensation other than the compensation expressly provided by this Contract. The Port will not withhold any taxes from any payments made to Provider, and Provider will be solely responsible for paying all applicable taxes arising out of or resulting from the provision of the Goods, including but not limited to income, social security, worker's compensation, and employment insurance taxes.

6 DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Goods, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of the Port's rights.

6.1 Representations and Warranties

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Provider represents and further warrants to the Port that:

6.1.1 the Goods will conform to the specifications set forth in this Contract and be free from material defects;

6.1.2 the Goods will comply with all applicable federal health and safety standards; and

6.1.3 Provider has good title to the Goods, and that Provider conveys the Goods to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Goods against the rightful claim of any person.

The warranties specified in this Section 9.1 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give the Port the greatest warranty protection available.

6.2 Manufacturer Warranties

At no charge to the Port, Provider shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the Port for the Port's benefit when Provider delivers Goods to the Port. If a conflict or inconsistency exists between a manufacturer's warranty and Provider's warranty, the warranty that provides the greatest benefit and protection to the Port shall prevail.

7 INDEMNIFICATION

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

8 DAMAGE TO PORT PROPERTY

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

9 INSURANCE

9.1 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring during or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall reference the Contract number and shall name the Port, its Commissioners, employees, and agents as additional insureds.

9.2 Workers' Compensation Coverage; Employers' Liability Coverage

Provider shall maintain workers compensation and employers' liability coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute (and/or Provider's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Provider's domicile state is a monopolistic state, employers stop gap liability insurance may be substituted for employers' liability coverage

9.3 Certificates

9.3.1 Certificates Required

Prior to full execution of this Contract, Provider shall furnish the Port with:

- a) certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and
- b) a copy of the endorsement or policy provision providing additional insured status under the commercial general liability and automobile liability policies.

9.3.2 Certificate Management; Notice Requirement

When the period of Provider's performance under this Contract exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

10 BREACH OF CONTRACT

10.1 Generally

Provider acknowledges that its breach of its obligation to deliver promised quantities of Goods within the time periods set forth in this Contract may result in curtailment or cessation of critical Port operations, and that such curtailment or cessation may cause substantial harm to the Port including without limitation incidental and consequential damages

Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

10.1.1 Substitute Goods

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute goods in a reasonable manner, and may recover from Provider the amount by which the price for those substitute goods exceeds the price for the terminated Goods.

10.1.2 Suspension of Orders

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the ordered Goods. If the Port terminates all or part of this Contract after such a suspension, Provider shall be entitled to compensation only for Goods accepted by the Port and delivered as required by this

Contract prior to the date of termination but not for any Goods delivered after the Port-ordered suspension date. If the Port suspends certain orders and later requires Provider to resume the delivery of those Goods, Provider shall be entitled to reasonable damages incurred, if any, as a result of the suspension.

10.1.3 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

10.2 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

10.3 Contractual Remedies Not Exclusive

The Port shall have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

11 TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this Section, Provider shall be entitled to compensation for all Goods delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract. Provider shall not be entitled to compensation for any Goods ordered but not yet delivered and accepted by Port prior to Provider's actual notice of the termination or receipt of written notice of termination.

12 STATUTORILY-REQUIRED PROVISIONS

12.1 Taxes

Provider represents and warrants that Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Provider covenants that Provider will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Contract. Provider's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Provider executed this Contract or during the term of this Contract will be a default for which the Port may terminate the Contract and seek damages and other relief available under the terms of this Contract and under applicable law. [Required by ORS 279B.045]

12.2 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for Provider's performance under this Contract. [Required by ORS 279B.220(1)]

12.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subcontractor incurred in the performance of this Contract. [Required by ORS 279B.220(2)]

12.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220(4)]

12.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230(2)]

12.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230(1)]

12.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished. [Required by ORS 279B.220(3)]

13 MISCELLANEOUS PROVISIONS

13.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

13.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

13.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid, without reference to any conflict of laws provision that would call for the application of the law of any other jurisdiction. Any suit, action, or other proceeding arising out of or related to this Contract shall only be brought in a state or federal court

located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Provider shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non convenience, and further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Contract.

13.4 Successors and Assigns

This Contract shall bind the parties and their permitted assignees.

13.5 Provider Identification

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service.

13.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

13.7 Modification

This Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

13.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

13.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions and prices of this Contract. Provider agrees to extend the terms, conditions and prices of this Contract to any purchasing contracting agency, as that term is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

13.10 Counterparts, Execution, Electronic Signatures

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with the Port's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, Provider's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Provider grants such consent.

13.11 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

13.12 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

13.13 Authority of Signers

The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

[Signature page follows]

SAMPLE

Provider:

Port:

[Provider]

Port of Portland

By: _____

By: _____

Print name: _____

Print name: _____

As its: _____

As its: _____

Date
signed: _____

Date
signed: _____

Phone: _____

Approved as to legal sufficiency for the
Port of Portland

Email: _____

Counsel for the Port of Portland

SCHEDULE 1

The Public Safety, Emergency Preparedness, and Safety Equipment listed below and, if applicable, on the following pages shall be provided at the unit prices listed for the period of one (1) year. After this initial period, price changes may be considered in accordance with Section 5 of this Contract but only in the same proportion that changes have occurred in the manufacturer's latest published price list(s), discount schedules, or other positive means of identification.

Similar items purchased but not listed below shall be supplied at a minimum 6% discount from the manufacturer's published list price.

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PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS
Schedule 1
PRICING
Market Basket

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	UOM	Price List Title	Price List Page	Discount Offered (%)	Net Price After Discount
1	National Towelette Co. Inc.	80125	NTW 80125	FlexWipes Disinfectant Wipes, 125 wipes per canister, 6 canisters per case	Decontamination Equipment	CS	359262						
2	Gentex Corporation	PRO5815-G-0A2	ISF PRO5815-G-0A2	Pureflo ES™+ PF50 PAPP, Complete	Medical	EA	1350						
3	Germisep	G01440	INN G01440	Germiccept 75% Alcohol Multi Purpose Wipe	Decontamination Equipment	CS	22289						
4	3M	8293	MMM 8293	Coolflow Particulate Respirator, P100, 20 per case	Personal Protective Equipment	CS	3654						
5	Avon Protection Systems	70501-188	AVO 70501-188	C50 APR Assembly, Twin Port MED	Personal Protective Equipment	EA	4140						
6	Zero Water	ZR-006	ZER ZR-006	Zero Water 5 stage filter - 4 pack	Related Products	PK	37800						
7	National Towelette Co. Inc.	20075	NTW 20075	Flex Wipes Disinfectant Wipes	Decontamination Equipment	CS	29089						
8	Avon Protection Systems	72602-2	AVO 72602-2	CBRNCF50 CBRN Protective Mask Filter (each)	Personal Protective Equipment	EA	15169						
9	Zero Water	ZP-010	ZER ZP-010	ZeroWater 10 cup pitcher	Related Products	EA	37800						
10	Gentex Corporation	PF3000-F6NA-03	ISF PF3000-F6NA-03	Pureflow 3000 PAPP, Open Frame, TychemQC	Medical	EA	1000						
11	Smiths Detection, Inc.	029-1905-Y2	SMI 029-1905-Y2	HazMatID Elite Command Package	Terrorism Incident Prevention Equipment	EA	11						
12	Adani Systems Inc.	ADN29.DV.00.000-07	ADA ADN29.DV.00.000-07	Compass Full Body X-Ray Scanner, Dual	Inspection and Screening Systems	EA	4						
13	Rae Systems	W01R-110100-056079-0011	RAE W01R-110100-056079-0011	RDk Detector Kit - AREARAE Pro - CSA /	Inspection and Screening Systems	EA	9						
14	Zero Water	ZR-017	ZER ZR-017	ZeroWater 5 stage filter - pack of 2	Detection Equipment	PK	37800						
15	Avon Protection Systems	70501-187	AVO 70501-187	C50 APR Assembly, Twin Port LGE	Personal Protective Equipment	EA	1613						
16	FLIR Systems, Inc.	7005196ELK	FLIR 7005196ELK	FLIR SkyWatch 2P-SD Mobile Tower	Physical Security Enhancement Equipment	EA	3						
17	Avon Protection Systems	72606-3	AVO 72606-3	CTCF50 Riot Agent Filter 4/pk	Personal Protective Equipment	PK	3158						
18	Germisep	G01442	INN G01442	Germiccept 75% Alcohol Multi Purpose Wipe	Decontamination Equipment	CS	17687						
19	Gentex Corporation	PRO5815-G-0A5	ISF PRO5815-G-0A5	Pureflo ES™+ PF50 PAPP, Complete	Medical	EA	300						
20	Icor Technologies	CAL-MINI	ICD CAL-MINI	Mini-CALIBER Robot SWAT Robot	Explosive Device Mitigation and Remediation Equipment	EA	9						
21	Trailerlogic	MRS-CSD-36150	TRA MRS-CSD-36150	CadaverSeal Roll - Replacement	CBRNE Logistical Support Equipment	EA	350						
22	3M	8210	MMM 8210	8210 Particulate Respirator, N95, 160 per case	Personal Protective Equipment	CS	198341						
23	Zero Water	ZP010-NF	ZERO ZP010-NF	10 Cup Pitcher only	Related Products	EA	27000						
24	Rae Systems	W01R-111101-056079-0011	RAE W01R-111101-056079-0011	AreaRAE Pro Gamma RDK	Detection Equipment	EA	6						
25	DuPont	TY1205WHXL002500	DPP TY1205WHXL002500	Tyvek Coverall, Zip Front, White, XL, 25 per case	Personal Protective Equipment	CS	94558						
26	Vorbeck Materials Corp.	RETS-M3-S1	VOR RETS-M3-S1	Complete Recon/Entry Team System	Interoperable Communications Equipment	EA	11						
27	Avon Protection Systems	70501-556	AVO 70501-556	C50 First Responder Kit MED	Personal Protective Equipment	EA	716						
28	JBC Safety	RS70032CT3M64	SAF 99095	Traffic Cone, Org, 28in, 2 Refl Collars	CBRNE Logistical Support Equipment	EA	27603						
29	Mine Safety Appliances Co.	10128625	MSA 10128625	Galaxy GX2 Automated Test System	CBRNE Logistical Support Equipment	EA	172						
30	3M	TR-300N+ ECK	MMM TR-300N+ ECK	3M Versaflo Easy Clean PAPP Kit	Medical	CS	291						
31	Rae Systems	C03-0942-000	RAE C03-0942-000	MultIRAE O2 Sensor	Detection Equipment	EA	1478						
32	Coretex Products	23638	CRX 23638	CoreTex Waterless Hand Sanitizer, Single	Related Products	CS	1800612						
33	Metrohm USA, Inc.	840000920	BWT 840000920	TactiCID 1064 BWS492-1064	Detection Equipment	EA	7						
34	DuPont	TP198TOR2X000200	DPP TP198TOR2X000200	Tychem Thermopro Coverall, Orange, 2X	Personal Protective Equipment	CS	1208						
35	Avon Protection Systems	70501-189	AVO 70501-189	C50 APR Assembly, Twin Port SML	Personal Protective Equipment	EA	970						
36	Coretex Products	23670	CRX 23670	Anti-Bacterial Hand Sanitizer, Waterless	Related Products	CS	10880						
37	Team Wendy	81R-WH	TNWX 81R-WH	EXFIL SAR Tactical, w/rails, White	Intervention Equipment	EA	1007						
38	DuPont	TP198TORXL000200	DPP TP198TORXL000200	Tychem Thermopro Coverall, Orange, XL	Personal Protective Equipment	CS	1156						
39	Honeywell Safety Products	S3960HS	UVX S3960HS	Stealth Goggle w/HydroShield, Clear Lens	Personal Protective Equipment	PR	32985						
40	Kappler	FSH582-91 LG/XL	KAP FSH582-91 LG/XL	Frontline 500, Level A Suit, LG/XL	Personal Protective Equipment	CS	147						
41	3M	8210V	MMM 8210V	8210 Particulate Resp w/Exhalation Valve	Personal Protective Equipment	CS	14106						
42	Gentex Corporation	PF3000-03-022	ISF PF3000-03-022	Tychem QC disposable drawstring hood	Personal Protective Equipment	PK	515						
43	3M	8511	MMM 8511	Respirator, Disposable, N95 w/Valve, 8511	Personal Protective Equipment	CS	3767						
44	Avon Protection Systems	70501-156	AVO 70501-156	Clear Outsert Assembly	Personal Protective Equipment	EA	6238						
45	3M	9205+	MMM 9205+	Aura Particulate Respirator, N95	Personal Protective Equipment	CS	223080						
46	Combat Support Products	FC3-330-ER/ER-DUAL RISER/QUAD I	CSF FC3-330-ER/ER-DUAL RISER/QUAD INTX	Foam Chariot III Firefighting Foam	Personal Protective Equipment	EA	2						
47	AmeriQual Group LLC	12400	AMQ 12400	Self-Heating Emergency Meals 12/CS	CBRNE Logistical Support Equipment	CS	2302						
48	Adani Systems Inc.	ADN72.00.00.000-03	ADA ADN72.00.00.000-03	Adani BagVision 6045 Tunnel X-Ray System	Inspection and Screening Systems	EA	9						
49	Guntersville Breathables	UL12104-04 XL	FRO UL12104-04 XL	Men's Ultra-Lite2 Rain Suit, Khaki, XL	Related Products	EA	12003						
50	L3 Harris Technologies	PATROLSIM7	L3H PATROLSIM7	PatrolSim 7-Series Driver Training	Related Products	EA	2						
51	Trailerlogic	MRS-2053-E	TRA MRS-2053-E	2020/2021 Refrigerated Morgue Trailer	CBRNE Incident Response Vehicles	EA	2						
52	Zanfel Laboratories, Inc.	689901	ZAN 689901	Zanfel Poison Ivy Wash 1oz Tube	Related Products	EA	8246						
53	Rae Systems	M020-11111-111	RAE M020-11111-111	ORAE 3 Pumped Gas LEL / H2S / CO / O2 -	Detection Equipment	EA	454						
54	United Shield International, L	PASGT-IIIA-407PAD-BOA	USI PASGT-IIIA-407PAD-BOA	PST SC650 with 4D pads and USI BOA	Intervention Equipment	EA	600						
55	Rae Systems	C03-0911-000	RAE C03-0911-000	Combustible catalytic bead % LEL sensor	Detection Equipment	EA	961						
56	Rae Systems	W01R-110101-056079-0011	RAE W01R-110101-056079-0011	AreaRAE Pro Gamma RDK	Detection Equipment	EA	3						
57	DuPont	TY1225WH2X002500	DPP TY1225WH2X002500	Tyvek Coverall, Hood & Boots, White, 2X	Personal Protective Equipment	CS	35777						
58	Ansell Edmont	YY23-T-92-132-04	ANS YY23-T-92-132-04	MICROCHEM ALPHATEC 682300PLUS TAPED HOOD	Personal Protective Equipment	CS	11375						
59	DuPont	TY1275WHXL002500	DPP TY1275WHXL002500	Dupont Tyvek Coverall	Personal Protective Equipment	CS	36500						
60	Kappler	FSH582-91 2X/3X	KAP FSH582-91 2X/3X	Frontline 500, Level A Suit, 2X/3X	Personal Protective Equipment	CS	100						
61	DuPont	TY1225WHXL002500	DPP TY1225WHXL002500	Tyvek Coverall, Hood & Boots, White, XL	Personal Protective Equipment	CS	36039						
62	EHS Global LLC	44014	SFW 44014	Deluxe Universal Gas Mask Bag,Black	Personal Protective Equipment	EA	5557						
63	Avon Protection Systems	70501-628-2	AVO 70501-628-2	PC50 Enforcer Kit MED	Personal Protective Equipment	EA	560						
64	Rae Systems	W01A-110101-056079-0011	RAE W01A-110101-056079-0011	Area Rae Pro, LEL, O2, H2S, CO, 10.6eV	Detection Equipment	EA	15						
65	DuPont	TP198TOR3X000200	DPP TP198TOR3X000200	Tychem Thermopro Coverall, Orange, 3X	Personal Protective Equipment	CS	658						
66	Mine Safety Appliances Co.	818342	MSA 818342	FLEXI-FILTER PADS P100 FOR	Personal Protective Equipment	PK	19321						
67	Smiths Detection, Inc.	029-1905-Y1	SMI 029-1905-Y1	HazmatID Elite Command Single Diamond	Detection Equipment	EA	3						
68	DuPont	TY1205WH2X002500	DPP TY1205WH2X002500	Tyvek Coverall, Zip Front, White, 2X	Personal Protective Equipment	CS	36633						
69	Adani Systems Inc.	CONPASS DV	ADA CONPASS DV	Patentek Technology Transmission X-Ray	Inspection and Screening Systems	EA	1						
70	Bertin Instruments	003075-003 FC	BER 003075-003 FC	Second Sight MS, Full Configuration	Terrorism Incident Prevention Equipment	EA	2						
71	Jameson, LLC	FGA-6	JAM FGA-6	Pruning Pole 6 ft Fiberglass Foam Filled	CBRNE Logistical Support Equipment	EA	3909						
72	ADS, Inc.	8002581	MED 8002581	EOD 10E Helmet Pkg. Olive Drab	Explosive Device Mitigation and Remediation Equipment	EA	10						
73	Genasys Inc. Formerly LRAD	G 119025-00	LRAD 119025-00	100X-MAG w/ WIRELESS-SYS-14, hard	CBRNE Operational and Search and Rescue Equipment	EA	11						
74	FLIR Systems, Inc.	S1GLEBP1-01	FLIR S1GLEBP1-01	Bundle Package 1 (LE)	Physical Security Enhancement Equipment	EA	1						
75	DuPont	TY1275WHLG002500	DPP TY1275WHLG002500	Dupont Tyvek Coverall	Personal Protective Equipment	CS	33350						
76	Occupational Health Dynamics	FTK 9519-4000	OHD FTK 9519-4000	Quantifit Respirator Fit Testing System	Personal Protective Equipment	EA	18						
77	Avon Protection Systems	ST54-N-45-10-30-00-00-10-30-0	AVO ST54-N-45-10-30-00-00-10-30-0	ST54 SCBA, 4500psi, 60min, No Mask	Personal Protective Equipment	EA	37						
78	Vohne Liche	DUAL PURPOSE DOG	VLK DUAL PURPOSE DOG	Vohne Liche Dual Purpose Dog	Animal and Plants	EA	18						
79	Honeywell Safety Products	7700-30 MD	NSA 7700-30 MD	7700 Half Face Resp, Silicone, MD	Personal Protective Equipment	EA	6030						
80	Dunlop	87012 11	BAT 87012 11	Hazmax 16 In Kneebot, Steel Toe, sz 11	Personal Protective Equipment	PR	2175						
81	Noir Laser Company	CC2_52	NOI CC2_52	Glasses, Laser Prot, Crowd Control 2/52	Intervention Equipment	EA	4760						

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	UOM	Price List Title	Price List Page	Discount Offered (%)	Net Price After Discount
82	FLIR Systems, Inc.	700519SELK-01	FUJ 700519SELK-01	FLIR SkyWatch 2P-SD: Standalone mobile	Physical Security Enhancement Equipment	EA	1						
83	Integrity Medical Solutions	WDFNCFMISR	IMS WDFNCFMISR	Westcot functional needs cot w/mattress,	CBRNE Logistical Support Equipment	EA	400						
84	Avon Protection Systems	ST54-N-45-10-30-00-00-10-30	AVO ST54-N-45-10-30-00-00-10-30	ST54 Niosh 4500psi, 60min cylinder	Personal Protective Equipment	EA	30						
85	Occunomix International Inc.	LUX-GCB32T-Y LG	OCC LUX-GCB32T-Y LG	Vest, Class 3, Brkwy, Yellow, Size LG	Personal Protective Equipment	EA	19162						
86	Avon Protection Systems	70501-633	AVO 70501-633	PC50 APR Assembly, Twin Port MED	Personal Protective Equipment	EA	710						
87	Guntersville Breathables	UI12104-04 LG	FRO UI12104-04 LG	Men's Ultra-Lite2 Rain Suit, Khaki, LG	Related Products	EA	8019						
88	Disc-O-Bed LP	30502B0	DOB 30502B0	Disc-O-Bed Bunk, Black, X-Large, 2.PK	CBRNE Logistical Support Equipment	PK	495						
89	Avon Protection Systems	602651	AVO 602651	Voice Projection Unit Gam II	Interoperable Communications Equipment	EA	291						
90	Honeywell Safety Products	7580P100	NSA 7580P100	Particulate Filter, P100 2/jack	Personal Protective Equipment	PK	18114						
91	Pendar Technologies	100000-00	PEN 100000-00	Handheld PendarX10 RAMAN Standoff	Terrorism Incident Prevention Equipment	EA	2						
92	Dunlop	87012 12	BAT 87012 12	Hazmax 16 In Kneebboot, Steel Toe, sz 12	Personal Protective Equipment	PR	1977						
93	ADS, Inc.	8002579	MED 8002579	Suit EOD 10E Olive Drab LG	Explosive Device Mitigation and Remediation Equipment	EA	7						
94	Rae Systems	MAB3-A2C112E-020	RAE MAB3-A2C112E-020	MultirAE Lite Gas Detector	Detection Equipment	EA	140						
95	Smiths Detection, Inc.	028-1007	SMI 028-1007	ACE ID (Green)	Terrorism Incident Prevention Equipment	EA	5						
96	Justrite Manufacturing Co.	7225120	JUS 7225120	Safety Can, Red Type II, 2.5 gal, Metal	Related Products	EA	2611						
97	VirTra Systems, Inc.	V-300LE-1	VIR V-300LE-1	VirTra Systems 300 LE-1 simulator	CBRNE Reference Materials	EA	1						
98	DuPont	TY1255WHLG002500	DPP TY1255WHLG002500	Dupont Tyvek COVERALL	Personal Protective Equipment	CS	69575						
99	Kappler	99402	KAP 99402	Chem Tape, Yellow 2 In x 60 Yards	Personal Protective Equipment	CS	5476						
100	Avon Protection Systems	70501-555	AVO 70501-555	CS0 First Responder Kit LGE	Personal Protective Equipment	EA	271						
101	20/20 Genesystems, Inc.	CCT1001	2020 CCT1001	Rapid Response SARS-CoV-2 Test	Detection Equipment	PK	5000						
102	Industrial Scientific Corp.	VP4-K1231101111	ISC VP4-K1231101111	Ventis Pro Series	Detection Equipment	EA	118						
103	Disc-O-Bed LP	30501B0	DOB 30501B0	Disc-O-Bed Bunk, Black, Large, 2/PK	CBRNE Logistical Support Equipment	PK	501						
104	DJI Industrial Inc.	CP.HY.00000086.01	DJI CP.HY.00000086.01	Zenmuse XT2 Dual 4K/COMBI Drone Thermal	CBRNE Aviation Equipment	EA	10						
105	DJI Industrial Inc.	CP.EN.00000055.01	DJI CP.EN.00000055.01	MATRICE 210 V2 (NA) COMBO (SP)	CBRNE Aviation Equipment	EA	14						
106	Mine Safety Appliances Co.	815366	MSA 815366	Cartridge, GME Multi Gas, P100 2/pk	Personal Protective Equipment	PK	5920						
107	DuPont	TP198TORLIG000200	DPP TP198TORLIG000200	Tychem Thermopro Coverall, Orange, LG	Personal Protective Equipment	CS	578						
108	Rae Systems	MCB3-A3C1REZ-420	RAE MCB3-A3C1REZ-420	MultirAE Pro, LEL, CO+H2S, O2, Gamma,	Detection Equipment	EA	22						
109	Kask America Inc.	WHE00032.201	KAS WHE00032.201	Zenith Hi Viz Helmet, White	Personal Protective Equipment	EA	1237						
110	3M	8212	MMM 8212	8212 Welding Particulate Respirator, N95	Personal Protective Equipment	CS	5628						
111	FLIR Systems, Inc.	103-032-0002	FLIR 103-032-0002	Griffin G510 Field Ready Kit	Detection Equipment	EA	1						
112	United Shield International, LL	ACH- MICH MIL-MIDCUT-IIIA-CYTELG	USI ACH- MICH MIL-MIDCUT-IIIA-CYTELG	ACH-MICH MIL Helmet, MID CUT - Coyote -	Intervention Equipment	EA	365						
113	Avon Protection Systems	602240	AVO 602240	Voice Projection Unit - for FMS4	Personal Protective Equipment	EA	329						
114	Tactical Electronics	CORE UDC- 4 CAMERA VERSION	TAC CORE UDC- 4 CAMERA VERSION	CORE Under Door Camera (UDC) 4 Cam Kit	CBRNE Operational and Search and Rescue Equipment	EA	7						
115	3M	2091	MMM 2091	Particulate Filter, P100 2/Bag	CBRNE Operational and Search and Rescue Equipment	CS	4825						
116	Kappler	FSH582-91 SM/MD	KAP FSH582-91 SM/MD	Frontline 500, Level A Suit, SM/MD	Personal Protective Equipment	CS	69						
117	PGI, Inc.	3979471-1	PGI 3979471-1	Cobra BarriAire Gold - Critical Coverage	Personal Protective Equipment	EA	1550						
118	DJI Industrial Inc.	CP.EN.00000107.01	DJI CP.EN.00000107.01	Mavic 2 Enterprise (DUAL) Universal Edit	CBRNE Aviation Equipment	EA	43						
119	FallTech	72706TH3	FAL 72706TH3	Self-Retracting Lifeline Web Device Set	Related Products	EA	406						
120	CEIA USA	PMD2PLUS/EZ-NFL	CEIA PMD2PLUS/EZ-NFL	PMD2Plus Elliptic Metal Detector	Inspection and Screening Systems	EA	22						
121	DuPont	TY1225WHLX002500	DPP TY1225WHLX002500	Tyvek Coverall, Hood & Boots, White, 4X	Personal Protective Equipment	CS	18275						
122	Argon Electronics	F404ANXX-LU54	ARG F404ANXX-LU54	DT616 training kit	CBRNE Operational and Search and Rescue Equipment	EA	15						
123	Potters Industries	MSRHB	SAF MSRHB	Mass Spec Regular Highway Beads	Related Products	LB	244000						
124	DuPont	TF14STGY2X000600	DPP TF14STGY2X000600	Tychem 6000 Coverall, Grey, 2X	Personal Protective Equipment	CS	625						
125	Wanco Inc.	WVTMM-L	WAN WVTMM-L	Wanco Large Metro Message Board	Physical Security Enhancement Equipment	EA	7						
126	Polaris Inc.	R20RSX99AP	POL R20RSX99AP	Polaris Ranger Crew XP 1000 Northstar	CBRNE Logistical Support Equipment	EA	4						
127	Dunlop	87012 10	BAT 87012 10	Hazmax 16 In Kneebboot, Steel Toe, sz 10	Personal Protective Equipment	PR	1510						
128	Fox40 USA Inc.	9203-1308	FOX 9203-1308	Whistle, Sonik Blast CMG, High Yellow	CBRNE Logistical Support Equipment	EA	31698						
129	CMC	540014	CMC 540014	Con-Space USAR Task Force Kit	Information Technology	EA	6						
130	Meridian Medical	FPAE	MER FPAE	DuoDote Auto-Injector	Medical	EA	1800						
131	Rae Systems	W01K-110102-056079-0001	RAE W01K-110102-056079-0001	AREARAE PLUS, WIRELESS	Information Technology	EA	2						
132	DLX Enterprises LLC	SMRPA12	DLX SMRPA12	ASAP-12 Rapid Shelter System 16x12	CBRNE Logistical Support Equipment	EA	6						
133	Northstar Medical	M5066A	PHI M5066A	Philips Heartstart Onsite AED, includes:	Medical	EA	135						
134	Acme United Corporation	59693	FAO 59693	24 UNIT, METAL CUSTOM FULL KIT, UTILITY	Medical	EA	2881						
135	Tactical Electronics	CORE POLE CAM KIT	TAC CORE POLE CAM KIT	CORE Pole Camera 10' Kit	CBRNE Operational and Search and Rescue Equipment	EA	12						

RATE SCHEDULE 1 PRICING

SCHEDULE 3.4

TRAVEL EXPENSE REIMBURSEMENT GUIDELINES

1. Providers shall be reimbursed for travel expenses necessarily incurred for the performance of their contract only. Travel must be approved in advance by the Port's representative. Travel expenses are not reimbursable if the provider's normal place of business is located in the Portland metropolitan area, unless the provider is required to travel outside the Portland metropolitan area in service of the Port's requirements. Necessary expenses will be approved and paid according to the following guidelines:

1.1 Expense Report

All providers shall report and submit billable expenses with actual receipts weekly or as agreed.

1.2 Mileage

Mileage in a private vehicle, during the course and scope of contractually required duties and driving over the most direct and usually traveled route, will be reimbursed at the most current rate in accordance with the most current Internal Revenue Service guideline.

1.3 Air Travel

Every effort should be made to take advantage of lower fares by booking travel eight to fourteen (8-14) days in advance whenever possible. Booking a trip on short notice (less than seven (7) days) is the most costly option in air travel. Coach class is the standard for air travel on all trips throughout the continental USA, Canada, and Mexico.

1.4 Ground Transportation

Cars should be rented only when local transportation is not available or feasible (e.g. MAX, shuttle service, taxi) or when the cost of local transportation exceeds the cost of renting a car.

1.5 Lodging Guidelines

A single room with private bath in a business class hotel is the Port standard. There are several hotels in close proximity to the Port headquarters building/Portland International Airport that should be acceptable.

1.6 Meal Expenses

Providers will be reimbursed for personal meal expenses incurred based on reasonable meal expenses. The meal expenses include tips and non-alcoholic beverages. When a Provider is eligible for meal reimbursement but has one or more meals paid for by another party, the related meal expense amount must be subtracted out of the provider's meal claim for the day.

1.7 Personal Phone Calls While Traveling

Providers will be reimbursed for personal telephone calls charged to the provider while traveling on the Port's business up to two calls per day, provided that, they are kept within reasonable time limits.

1.8 Reimbursable and Non-Reimbursable Expenses:

Although not an all-inclusive list, the following is a partial list of expenses that are frequently considered reimbursable and non-reimbursable:

Reimbursable Expenses	Non-Reimbursable Expenses
1. Taxis 2. Parking 3. Tolls 4. Telephone 5. Laundry, dry cleaning, and valet services for trips exceeding 5 consecutive days 6. Reasonable tips 7. Room service 8. Currency conversion 9. Business telegrams, telexes, and fax service 10. Air freight, Federal Express, express mail, and postage fees 11. Reasonable gym fees, when traveling three or more days consecutively within a work week	1. Child and pet care 2. Country club dues 3. Personal entertainment 4. Luggage 5. Parking or traffic fines or tickets 6. Haircuts 7. Kennel fees 8. Movies (including in-flight and hotel in-house) 9. Car washes 10. Expenses for travel companions/family members 11. Laundry, dry cleaning, and valet services for trips less than six consecutive days 12. Loss/theft of personal funds or property 13. Medical bills 14. Non-compulsory insurance coverage, optional travel or baggage insurance

SCHEDULE 4.2.1

Sample Invoice

Bill To:	Date	Invoice #
Port of Portland Accounts Payable Department PO Box 3529 Portland, OR 97208 (Portinvoices@portofportland.com)		

Billing Period	
----------------	--

Contract #	
Task Order# (if applicable)	
Port Location	
Work Description	
Port Project Manager	
Port Environmental Project Manager (if applicable)	
Provider Project Lead	

Direct Labor

Name/Title	Rate	Hours	Amount
DIRECT LABOR TOTAL			

Direct Costs

Description	Cost/Qty	Rate	Amount
DIRECT COSTS TOTAL			

AMOUNT DUE THIS INVOICE	
-------------------------	--

Total Authorized Budget for this Task Order	
Remaining Authorized Budget for this Task Order	
Applicable Discount	
INVOICE TOTAL	

Additional Information

Requirements	Notes
1. Billing Period	Monthly
2. Port Contract Number	This is the Port-assigned number from the Contract
3. Port Task Order Number	Should be listed on Task Order/contact Port Env. P.M.
4. Port Location	Location where work was done (Marine, PDX, Portwide, etc.)
5. Work Description	As described on Task Order
6. Port Project Manager	
7. Port Environmental Project Manager	Even if this is the same as the Port Project Manager
8. Provider Project Lead	
9. Direct Labor	On each subtask listed on the Task Order, include name, title, labor rate, total hours, and total charge for each individual working on each subtask. Also, attach copies of the individual's time sheets which list hours worked and detailed descriptions of work accomplished per hour.
10. Direct Costs	All administrative charges (e.g., photocopies, mileage, telephone) and outside services <u>must be separated out</u> . List separately laboratory charges; list all outside service Providers, work performed, and their charges. Include copies of each subcontractor's invoice(s), time sheets which list hours and detailed descriptions of work accomplished per hour, and subcontractor's summary letters.
11. Amount Due This Invoice	Total labor and costs for the work for the month
12. Total Authorized Budget for This Work	Based on Contract or approved Task Orders
13. Remaining Authorized Budget for This Work	Based on Contract or approved Task Orders (this is a cumulative balance based on all work).
14. Applicable Discount	If applicable, apply discount for labor hour charges on this line.
15. Invoice Total	#12 less #15, above.
16. Final invoice for the Contract or each Task Order shall include the words "Final Invoice"	

Important

- a)** Invoices must represent services for one Task Order only; do not include multiple Task Order numbers on one invoice.
- b)** This sample invoice is for reference only; Provider's invoice format does not have to be an exact replicate. However, all applicable information must be included each month in a clear and concise manner.

SCHEDULE 14.5.1

Sample Insurance Certificate

CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) ** Enter date.	
PRODUCER ** Sample ** Insert broker name and address.			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED ** SAMPLE ** Insert vendor name and address.			INSURERS AFFORDING COVERAGE				NAIC #
			INSURER A: ** SAMPLE ** Enter insurer name.				** Enter NAIC.
			INSURER B: ** SAMPLE ** Enter insurer name.				** Enter NAIC.
			INSURER C: ** SAMPLE ** Enter insurer name.				** Enter NAIC.
			INSURER D: ** SAMPLE ** Enter insurer name.				** Enter NAIC.
			INSURER E: ** SAMPLE ** Enter insurer name.				** Enter NAIC.
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	☒	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	** Enter policy no.	** Enter effective date.	** Enter expiration date.	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMPOP AGG \$ \$	
A	☒	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ _____	** Enter policy no.	** Enter effective date.	** Enter expiration date.	COMBINED SINGLE LIMIT (Each accident) \$1,000,000 (\$5,000,000 if driving on offsite) BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	☐	GARAGE LIABILITY ☐ ANY AUTO ☐ _____	** Enter policy no. (if required)	** Enter effective date.	** Enter expiration date.	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
A	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$	** Enter policy no. (if required)	** Enter effective date.	** Enter expiration date.	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
B	☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ** NO ** If yes, describe under SPECIAL PROVISIONS below	** Enter policy no.	** Enter effective date.	** Enter expiration date.	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000	
A	☒	OTHER a. Professional liability/E&O (if req'd) b. Cyber liability (if req'd)	a. ** Enter policy no. b. ** Enter policy no.	a. ** Enter date b. ** Enter date	a. ** Enter date b. ** Enter date	a. Each occurrence a. \$1,000,000 b. Each occurrence b. \$5,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS ** SAMPLE ** Port of Portland Contract No. _____ Contract description: _____ The Port of Portland, its Commissioners, officers, employees, and agents are included as additional insureds where required by such contract with respect to all liability insurance coverages required under such contract.							
CERTIFICATE HOLDER				CANCELLATION			
Port of Portland PO Box 3529 Portland OR 97208				SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE ITS STATED EXPIRATION DATE, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. IN ADDITION, THE INSURER AFFORDING COVERAGE WILL USE BEST EFFORTS TO MAIL 30 DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED AT LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			

SCHEDULE 16.3

Conflict of Interest - Waivers

1 GENERALLY

The Port may conditionally or unconditionally waive a conflict of interest for purposes of Section 16.3 but has the sole discretion to refuse to waive a conflict. A conflict waiver by the Port is effective only if given in writing and signed by the Chief Officer of the Port department for which the Services are being performed under this Contract. The conflict waiver shall be strictly construed to cover the narrow circumstances identified and disclosed, and shall not be extended without obtaining the Port's consent in writing. If the Port declines to waive a conflict, Provider must eliminate the cause of the conflict. The Port's failure to respond within thirty (30) calendar days after written notification by Provider of a conflict shall create a rebuttable presumption that the Port declines to waive the conflict.

2 PORT WAIVER OF CONFLICT

If the Port waives a conflict of interest for purposes of Section 16.3 Provider will:

2.1 Ensure that any waiver conditions are satisfied;

2.2 Obtain conflict waivers from all others with interests that are or are likely to become averse to the interests of the Port; and

2.3 Remind Provider's directors, officers, managers, members, employees, subcontractors, and agents, engaged in work both for the Port and for another with interests in conflict with the Port's to be especially mindful of the obligations under this Contract, including but not limited to confidentiality requirements and any conditions of the Port's waiver.

3 OTHER PARTIES

3.1 A conflict waiver from another party must:

3.2 Be written and signed by an authorized representative of the entity granting the waiver, and

3.3 Describe the Services that Provider has performed or shall perform for the Port, and

3.4 Acknowledge and consent to Provider performing such Services, and

3.5 Acknowledge that Provider's directors, officers, managers, members, employees, subcontractors, and agents performing work for the Port may be called upon to provide factual testimony and technical opinions on behalf of the Port in mediations, arbitrations, administrative proceedings, and lawsuits, and

3.6 Waive the right to object to that testimony based on a conflict.

SCHEDULE 1.6

SCOPE OF SERVICES

PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS

It is the intention of the Port of Portland to establish a contract with one or more Providers to support the Port and other public agencies with products and services related to public safety, emergency preparedness, including but not limited to public and health crisis, civil unrest, national disaster, homeland security risks, and general public preparedness. Provider's may offer their complete product and service offering/a balance of line.

Offerors must be able to accommodate a nationwide demand for products/services and to fulfill obligations as a nationwide Supplier.

The scope of this RFP shall include but not limited to the following Product and Services Categories:

1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and SCBA; gloves such as medical nitrile gloves and cryogenic gloves; protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA's, and all other protective items worn on the person.

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Robots; Robot Upgrades
- Ballistic Threat Body Armor & Helmets
- Blast and Ballistic Threat Eye Protection
- Blast and Overpressure Threat Ear Protection
- Fire Resistant Gloves

- Disarmer/Disrupter
- Real Time X-Ray Unit, Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Tract Explosive Detector
- Z Ray Equipment
- All other EOD Equipment

3. CBRNE Operational and Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging)
- Night Vision
- Radiological isotope identifying detectors
- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans
- All other CBRNE operational and search and rescue equipment

4. Information Technology

Equipment and services providing Information Technology, such as:

- Servers
- Switches
- Software
- Monitors and wall displays for Real time Crime Centers
- Cloud services
- All other Information Technology for Emergency and Public Preparedness

5. Cyber Security Enhancement Equipment and Services

Equipment and services providing cyber security enhancement, such as:

- Secure appliances
- Filter switches

- Filters
- Securer cloud services
- All other cyber security enhancement equipment and services for Emergency and Public Preparedness

6. Interoperable Communications Equipment

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation, service and maintenance. Products include:

- CAD / RMS fusion equipment
- Software and services
- Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals
- All other interoperable communications equipment

7. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Bioassays
- PID
- Radiation Detection
- PCR
- All other detection equipment

8. Decontamination Equipment

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices
- Overpack drums
- Cadaver bags
- Hand carts
- Waste water classification kits/strips
- HEPA vacuum for dry decontamination
- Disinfectants
- Shelters
- Modesty kits
- All other decontamination equipment

9. Medical

Medical supplies, such as:

- Trauma kits
- Tourniquets
- Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

10. Power

Equipment used to provide power, such as:

- Generators
- Batteries
- All other equipment to provide power

11. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- Jane's books
- Training books, including but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CBRNE reference materials

12. CBRNE Incident Response Vehicles

Any emergency and public preparedness vehicles, including: Command vehicles, hazmat rigs, bomb trucks, armored vehicles, ATV's, and all other CBRNE incident response vehicles.

13. Terrorism Incident Prevention Equipment

Any emergency and public preparedness terrorism incident prevention equipment including: area monitoring, situational awareness equipment, CWA, stand-off detection, and all other terrorism incident prevention equipment

14. Physical Security Enhancement Equipment

Any equipment, such as CCTV, access control, LPR, radar and all other physical security enhancement equipment, including installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance

15. Inspection and Screening Systems

- Millimeter
- X Ray
- Gamma Ray
- Thermal
- Infrared
- Proximity
- All other inspection and screening systems

16. Animal and Plants

Any animal and plants such as bomb sniffing dogs, drug sniffing dogs and all other animal and plants for the provision of emergency and public preparedness.

17. CBRNE Prevention and Response Watercraft

Watercraft equipment and any services such as CBRNE boats, box boats and all other CBRNE prevention and response watercraft.

18. CBRNE Aviation Equipment

Aviation equipment and any services such as helicopters and associated maintenance, UAV, UAW and accessories, drones, aviation mapping, software and all other CBRNE aviation equipment.

19. CBRNE Logistical Support Equipment

Logistical support equipment and any services such as control and command vehicles, NIMS accessories, traffic control items and all other CBRNE logistical support equipment.

20. Intervention Equipment

- Ballistic protection
- Situational awareness equipment
- All other intervention equipment

21. Related Products and Services

Any related emergency and public preparedness equipment, supplies, and services offered by supplier.

22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier

Equipment, supplies, materials, and services supplier offers but does not appear specifically in the above categories.

SCHEDULE 2.4.3

CERTIFICATION OF TRADE SECRET

Port of Portland Solicitation Name: _____

Port of Portland Solicitation Number: _____

Provider Name: _____

Authorized Representative: Name (print): _____

Title: _____

E-mail: _____

The authorized representative named above certifies as follows:

1. I am an authorized representative of the Provider and the Provider has approved of my submittal of this certification.
2. I understand that the proposal is a public record subject to disclosure in its entirety under Oregon's public records laws (192.311 through 192.431) except where specifically exempt from disclosure, as described in more detail in the RFP.
3. I have read and am familiar with ORS 192.345(2), which conditionally exempts "trade secrets" from public disclosure.¹
4. I have read and am familiar with the proposal and I believe in good faith that all information specifically marked as "exempt from disclosure" in the proposal constitutes trade secrets, unless a different exemption is claimed.
5. I am aware that, pursuant to this RFP, improperly marked proposals are subject to disclosure in their entirety without any independent review by the Port and without notice to the proposer.

Signature of Authorized Representative _____ Date _____

¹ For ease of reference, ORS 192.345(2) states as follows: "Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to certain individuals within an organization and which is used in a business it conducts, having actual or potential commercial value, and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it." (2017)

SCHEDULE 3.2.1

PORT OF PORTLAND

PROPOSAL FORM

Schedule PROPOSAL FORM

Solicitation Number 2020-9189

The Provider named below submits this proposal in response to the Port's Request for Proposals (RFP) for the contract named above.

The Provider warrants that the Provider has carefully reviewed the RFP and that this proposal represents the Provider's full response to the requirements described in the RFP. The Provider further warrants that if this proposal is accepted, the Provider will contract with the Port, agrees to all terms and conditions found in the attached sample contract, and will provide all necessary labor, materials, equipment, and other means required to complete the work in accordance with the requirements of the RFP and contract documents.

The Provider further warrants that the Provider has not and will not discriminate, in violation of ORS 279A.110, or any other local, state or federal law, against any minority, women service-disabled veteran or emerging small business enterprise or other protected individuals, in the development or presentation of this proposal, or in obtaining any required subcontract.

The Provider attests in connection with this solicitation that, as provided under ORS 279B.110(2), Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including ORS 305.620 and chapters 316, 317 and 318.

The Provider hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance required in Section [##] of the sample contract, attached to the RFP as Schedule 1.2. Indicate in the affirmative by initialing here: _____

The Provider hereby acknowledges receipt of Addendum Nos. ____, ____, ____, ____, ____ to this RFP.

Name of Provider:

Business Address:

Telephone Number:

Fax Number:

Email Address:

Authorized Signature:

Printed/Typed Name:

Title:

Date:

PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS

Solicitation No. 2020-9189

Schedule 3.2.2 Price Proposal

Market Basket

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	UOM	Price List Title	Price List Page	Discount Offered (%)	Net Price After Discount
1	National Towelette Co. Inc.	80125	NTW 80125	FlexWipes Disinfectant Wipes, 125 wipes per canister, 6 canisters per case	Decontamination Equipment	CS	359262						
2	Gentex Corporation	PROS815-G-0A2	ISF PROS815-G-0A2	Pureflo ES™ PF50 PAPP, Complete	Medical	EA	1350						
3	Germisep	G01440	INN G01440	Germiccept 75% Alcohol Multi Purpose Wipe	Decontamination Equipment	CS	22289						
4	3M	8293	MMM 8293	Coolflow Particulate Respirator, P100, 20 per case	Personal Protective Equipment	CS	3654						
5	Avon Protection Systems	70501-188	AVO 70501-188	C50 APR Assembly, Twin Port MED	Personal Protective Equipment	EA	4140						
6	Zero Water	ZR-006	ZER ZR-006	Zero Water 5 stage filter - 4 pack	Related Products	PK	37800						
7	National Towelette Co. Inc.	20075	NTW 20075	Flex Wipes Disinfectant Wipes	Decontamination Equipment	CS	29089						
8	Avon Protection Systems	72602-2	AVO 72602-2	CBRNC50 CBRN Protective Mask Filter (each)	Personal Protective Equipment	EA	15169						
9	Zero Water	ZP-010	ZER ZP-010	Zerowater 10 cup pitcher	Related Products	EA	37800						
10	Gentex Corporation	PF3000-F6NA-03	ISF PF3000-F6NA-03	Pureflow 3000 PAPP, Open Frame, TychemQC	Medical	EA	1000						
11	Smiths Detection, Inc.	029-1905-Y2	SMI 029-1905-Y2	HazMatID Elite Command Package	Terrorism Incident Prevention Equipment	EA	11						
12	Adani Systems Inc.	ADN29.DV.00.000-07	ADA ADN29.DV.00.000-07	Compass Full Body X-Ray Scanner, Dual	Inspection and Screening Systems	EA	4						
13	Rae Systems	W01R-110100-056079-0011	RAE W01R-110100-056079-0011	RDk Detector Kit - AREARAE Pro - CSA /	Inspection and Screening Systems	EA	9						
14	Zero Water	ZR-017	ZER ZR-017	Zerowater 5 stage filter - pack of 2	Detection Equipment	PK	37800						
15	Avon Protection Systems	70501-187	AVO 70501-187	C50 APR Assembly, Twin Port LGE	Personal Protective Equipment	EA	1613						
16	FLIR Systems, Inc.	7005196ELK	FLIR 7005196ELK	FLIR SkyWatch 2P-SD Mobile Tower	Physical Security Enhancement Equipment	EA	3						
17	Avon Protection Systems	72606-3	AVO 72606-3	CTCF50 Riot Agent Filter 4/pk	Personal Protective Equipment	PK	3158						
18	Germisep	G01442	INN G01442	Germiccept 75% Alcohol Multi Purpose Wipe	Decontamination Equipment	CS	17687						
19	Gentex Corporation	PROS815-G-0A5	ISF PROS815-G-0A5	Pureflo ES™ PF50 PAPP, Complete	Medical	EA	300						
20	Icor Technologies	CAL-MINI	ICO CAL-MINI	Mini-CALIBER Robot SWAT Robot	Explosive Device Mitigation and Remediation Equipment	EA	9						
21	Trailerlogic	MRS-CD-36150	TRA MRS-CD-36150	CadaverSeal Roll - Replacement	CBRNE Logistical Support Equipment	EA	350						
22	3M	8210	MMM 8210	8210 Particulate Respirator, N95, 160 per case	Personal Protective Equipment	CS	198341						
23	Zero Water	ZP010-NF	ZERO ZP010-NF	10 Cup Pitcher only	Related Products	EA	27000						
24	Rae Systems	W01R-111101-056079-0011	RAE W01R-111101-056079-0011	AreaRAE Pro Gamma RDK	Detection Equipment	EA	6						
25	DuPont	TY1205WHXL002500	DPP TY1205WHXL002500	Tyvek Coverall, Zip Front, White, XL, 25 per case	Personal Protective Equipment	CS	94558						
26	Vorbeck Materials Corp.	RETS-M3-S1	VOR RETS-M3-S1	Complete Recon/Entry Team System	Interoperable Communications Equipment	EA	11						
27	Avon Protection Systems	70501-556	AVO 70501-556	C50 First Responder Kit MED	Personal Protective Equipment	EA	716						
28	JBC Safety	RS70032CT3M64	SAF 99095	Traffic Cone, Org, 28in, 2 Refl Collars	CBRNE Logistical Support Equipment	EA	27603						
29	Mine Safety Appliances Co.	10128625	MSA 10128625	Galaxy GX2 Automated Test System	CBRNE Logistical Support Equipment	EA	172						
30	3M	TR-300N+ ECK	MMM TR-300N+ ECK	3M Versaflo Easy Clean PAPP Kit	Medical	CS	291						
31	Rae Systems	C03-0942-000	RAE C03-0942-000	MultIRAE O2 Sensor	Detection Equipment	EA	1478						
32	Coretex Products	23638	CRX 23638	CoreTex Waterless Hand Sanitizer, Single	Related Products	CS	1800612						
33	Metrohm USA, Inc.	840000920	BWT 840000920	TactiCID 1064 BWS492-1064	Detection Equipment	EA	7						
34	DuPont	TP198TOR2X000200	DPP TP198TOR2X000200	Tychem Thermopro Coverall, Orange, 2X	Personal Protective Equipment	CS	1208						
35	Avon Protection Systems	70501-189	AVO 70501-189	C50 APR Assembly, Twin Port SML	Personal Protective Equipment	EA	970						
36	Coretex Products	23670	CRX 23670	Anti-Bacterial Hand Sanitizer, Waterless	Related Products	CS	10880						
37	Team Wendy	81R-WH	TNWX 81R-WH	EXFIL SAR Tactical, w/rails, White	Intervention Equipment	EA	1007						
38	DuPont	TP198TORXL000200	DPP TP198TORXL000200	Tychem Thermopro Coverall, Orange, XL	Personal Protective Equipment	CS	1156						
39	Honeywell Safety Products	S3960HS	UVX S3960HS	Stealth Goggle w/HydroShield, Clear Lens	Personal Protective Equipment	PR	32985						
40	Kappler	FSH582-91 LG/XL	KAP FSH582-91 LG/XL	Frontline 500, Level A Suit, LG/XL	Personal Protective Equipment	CS	147						
41	3M	8210V	MMM 8210V	8210 Particulate Resp w/Exhalation Valve	Personal Protective Equipment	CS	14106						
42	Gentex Corporation	PF3000-03-022	ISF PF3000-03-022	Tychem QC disposable drawing hood	Personal Protective Equipment	PK	515						
43	3M	8511	MMM 8511	Respirator, Disposable, N95 w/Valve, 8511	Personal Protective Equipment	CS	3767						
44	Avon Protection Systems	70501-156	AVO 70501-156	Clear Outsert Assembly	Personal Protective Equipment	EA	6238						
45	3M	9205+	MMM 9205+	Aura Particulate Respirator, N95	Personal Protective Equipment	CS	223080						
46	Combat Support Products	FC3-330-ER/ER-DUAL RISER/QUAD I	CSF FC3-330-ER/ER-DUAL RISER/QUAD INTX	Foam Chariot III Firefighting Foam	Personal Protective Equipment	EA	2						
47	AmeriQual Group LLC	12400	AMQ 12400	Self-Heating Emergency Meals 12/CS	CBRNE Logistical Support Equipment	CS	2302						
48	Adani Systems Inc.	ADN72.00.00.000-03	ADA ADN72.00.00.000-03	Adani BagVision 6045 Tunnel X-Ray System	Inspection and Screening Systems	EA	9						
49	Guntersville Breathables	UL12104-04 XL	FRO UL12104-04 XL	Men's Ultra-Lite2 Rain Suit, Khaki, XL	Related Products	EA	12003						
50	L3 Harris Technologies	PATROLSIM7	L3H PATROLSIM7	PatrolSim 7-Series Driver Training	Related Products	EA	2						
51	Trailerlogic	MRS-2053-E	TRA MRS-2053-E	2020/2021 Refrigerated Morgue Trailer	CBRNE Incident Response Vehicles	EA	2						
52	Zanfel Laboratories, Inc.	689901	ZAN 689901	Zanfel Poison Ivy Wash 1oz Tube	Related Products	EA	8246						
53	Rae Systems	M020-11111-111	RAE M020-11111-111	ORAE 3 Pumped CSA LEL / H2S / CO / O2 -	Detection Equipment	EA	454						
54	United Shield International, L	PASGT-IIIA-407PAD-BOA	USI PASGT-IIIA-407PAD-BOA	PST SC650 with 4D pads and USI BOA	Intervention Equipment	EA	600						
55	Rae Systems	C03-0911-000	RAE C03-0911-000	Combustible catalytic bead % LEL sensor	Detection Equipment	EA	961						
56	Rae Systems	W01R-110101-056079-0011	RAE W01R-110101-056079-0011	AreaRAE Pro Gamma RDK	Detection Equipment	EA	3						
57	DuPont	TY1225WH2X002500	DPP TY1225WH2X002500	Tyvek Coverall, Hood & Boots, White, 2X	Personal Protective Equipment	CS	35777						
58	Ansell Edmont	YY23-T-92-132-04	ANS YY23-T-92-132-04	MICROCHEM ALPHATEC 682300PLUS TAPED HOOD	Personal Protective Equipment	CS	11375						
59	DuPont	TY1275WHXL002500	DPP TY1275WHXL002500	Dupont Tyvek Coverall	Personal Protective Equipment	CS	36500						
60	Kappler	FSH582-91 2X/3X	KAP FSH582-91 2X/3X	Frontline 500, Level A Suit, 2X/3X	Personal Protective Equipment	CS	100						
61	DuPont	TY1225WHXL002500	DPP TY1225WHXL002500	Tyvek Coverall, Hood & Boots, White, XL	Personal Protective Equipment	CS	36039						
62	EHS Global LLC	44014	SFW 44014	Deluxe Universal Gas Mask Bag,Black	Personal Protective Equipment	EA	5557						
63	Avon Protection Systems	70501-628-2	AVO 70501-628-2	PC50 Enforcer Kit MED	Personal Protective Equipment	EA	560						
64	Rae Systems	W01A-110101-056079-0011	RAE W01A-110101-056079-0011	Area Rae Pro, LEL, O2, H2S, CO, 10.6eV	Detection Equipment	EA	15						
65	DuPont	TP198TOR3X000200	DPP TP198TOR3X000200	Tychem Thermopro Coverall, Orange, 3X	Personal Protective Equipment	CS	658						
66	Mine Safety Appliances Co.	818342	MSA 818342	FLEXI-FILTER PADS P100 FOR	Personal Protective Equipment	PK	19321						
67	Smiths Detection, Inc.	029-1905-Y1	SMI 029-1905-Y1	HazmatID Elite Command Single Diamond	Detection Equipment	EA	3						
68	DuPont	TY1205WH2X002500	DPP TY1205WH2X002500	Tyvek Coverall, Zip Front, White, 2X	Personal Protective Equipment	CS	36633						
69	Adani Systems Inc.	CONPASS DV	ADA CONPASS DV	Patent Technology Transmission X-Ray	Inspection and Screening Systems	EA	1						
70	Bertin Instruments	003075-003 FC	BER 003075-003 FC	Second Sight MS, Full Configuration	Terrorism Incident Prevention Equipment	EA	2						
71	Jameson, LLC	FGA-6	JAM FGA-6	Pruning Pole 6 ft Fiberglass Foam Filled	CBRNE Logistical Support Equipment	EA	3909						
72	ADS, Inc.	8002581	MED 8002581	EOD 10E Helmet Pkg. Olive Drab	Explosive Device Mitigation and Remediation Equipment	EA	10						
73	Genasys Inc. Formerly LRAD	G 119025-00	LRAD 119025-00	100X-MAG w/ WIRELESS-SYS-14, hard	CBRNE Operational and Search and Rescue Equipment	EA	11						
74	FLIR Systems, Inc.	S1GLEBP1-01	FLIR S1GLEBP1-01	Bundle Package 1 (LE)	Physical Security Enhancement Equipment	EA	1						
75	DuPont	TY1275WHLG002500	DPP TY1275WHLG002500	Dupont Tyvek Coverall	Personal Protective Equipment	CS	33350						
76	Occupational Health Dynamics	FTK 9519-4000	OHD FTK 9519-4000	Quantifit Respirator Fit Testing System	Personal Protective Equipment	EA	18						
77	Avon Protection Systems	ST54-N-45-10-30-00-00-10-30-0	AVO ST54-N-45-10-30-00-00-10-30-0	ST54 SCBA, 4500psi, 60min, No Mask	Personal Protective Equipment	EA	37						
78	Vohne Liche	DUAL PURPOSE DOG	VLK DUAL PURPOSE DOG	Vohne Liche Dual Purpose Dog	Animal and Plants	EA	18						
79	Honeywell Safety Products	7700-30 MD	NSA 7700-30 MD	7700 Half Face Resp, Silicone, MD	Personal Protective Equipment	EA	6030						
80	Dunlop	87012 11	BAT 87012 11	Hazmax 16 In Kneebot, Steel Toe, sz 11	Personal Protective Equipment	PR	2175						
81	Noir Laser Company	CC2_52	NOI CC2_52	Glasses, Laser Prot, Crowd Control 2/52	Intervention Equipment	EA	4760						

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number	UOM	Price List Title	Price List Page	Discount Offered (%)	Net Price After Discount
82	FLIR Systems, Inc.	700519SELK-01	FUJ 700519SELK-01	FLIR SkyWatch 2P-SD: Standalone mobile	Physical Security Enhancement Equipment	EA	1						
83	Integrity Medical Solutions	WDFNCFMISR	IMS WDFNCFMISR	Westcot functional needs cot w/mattress,	CBRNE Logistical Support Equipment	EA	400						
84	Avon Protection Systems	ST54-N-45-10-30-00-00-10-30	AVO ST54-N-45-10-30-00-00-10-30	ST54 Niosh 4500psi, 60min cylinder	Personal Protective Equipment	EA	30						
85	Occunomix International Inc.	LUX-GCB32T-Y LG	OCC LUX-GCB32T-Y LG	Vest, Class 3, Brkwy, Yellow, Size LG	Personal Protective Equipment	EA	19162						
86	Avon Protection Systems	70501-633	AVO 70501-633	PC50 APR Assembly, Twin Port MED	Personal Protective Equipment	EA	710						
87	Guntersville Breathables	UI12104-04 LG	FRO UI12104-04 LG	Men's Ultra-Lite2 Rain Suit, Khaki, LG	Related Products	EA	8019						
88	Disc-O-Bed LP	30502B0	DOB 30502B0	Disc-O-Bed Bunk, Black, X-Large, 2.PK	CBRNE Logistical Support Equipment	PK	495						
89	Avon Protection Systems	602651	AVO 602651	Voice Projection Unit Gam II	Interoperable Communications Equipment	EA	291						
90	Honeywell Safety Products	7580P100	NSA 7580P100	Particulate Filter, P100 2/jack	Personal Protective Equipment	PK	18114						
91	Pendar Technologies	100000-00	PEN 100000-00	Handheld PendarX10 RAMAN Standoff	Terrorism Incident Prevention Equipment	EA	2						
92	Dunlop	87012 12	BAT 87012 12	Hazmax 16 In Kneebboot, Steel Toe, sz 12	Personal Protective Equipment	PR	1977						
93	ADS, Inc.	8002579	MED 8002579	Suit EOD 10E Olive Drab LG	Explosive Device Mitigation and Remediation Equipment	EA	7						
94	Rae Systems	MAB3-A2C112E-020	RAE MAB3-A2C112E-020	MultirAE Lite Gas Detector	Detection Equipment	EA	140						
95	Smiths Detection, Inc.	028-1007	SMI 028-1007	ACE ID (Green)	Terrorism Incident Prevention Equipment	EA	5						
96	Justrite Manufacturing Co.	7225120	JUS 7225120	Safety Can, Red Type II, 2.5 gal, Metal	Related Products	EA	2611						
97	VirTra Systems, Inc.	V-300LE-1	VIR V-300LE-1	VirTra Systems 300 LE-1 simulator	CBRNE Reference Materials	EA	1						
98	DuPont	TY1255WHLG002500	DPP TY1255WHLG002500	Dupont Tyvek COVERALL	Personal Protective Equipment	CS	69575						
99	Kappler	99402	KAP 99402	Chem Tape, Yellow 2 In x 60 Yards	Personal Protective Equipment	CS	5476						
100	Avon Protection Systems	70501-555	AVO 70501-555	CS0 First Responder Kit LGE	Personal Protective Equipment	EA	271						
101	20/20 Genesystems, Inc.	CCT1001	2020 CCT1001	Rapid Response SARS-CoV-2 Test	Detection Equipment	PK	5000						
102	Industrial Scientific Corp.	VP4-K1231101111	ISC VP4-K1231101111	Ventis Pro Series	Detection Equipment	EA	118						
103	Disc-O-Bed LP	30501B0	DOB 30501B0	Disc-O-Bed Bunk, Black, Large, 2/PK	CBRNE Logistical Support Equipment	PK	501						
104	DJI Industrial Inc.	CP.HY.00000086.01	DJI CP.HY.00000086.01	Zenmuse XT2 Dual 4K/FLIR Drone Thermal	CBRNE Aviation Equipment	EA	10						
105	DJI Industrial Inc.	CP.EN.00000055.01	DJI CP.EN.00000055.01	MATRICE 210 V2 (NA) COMBO (SP)	CBRNE Aviation Equipment	EA	14						
106	Mine Safety Appliances Co.	815366	MSA 815366	Cartridge, GME Multi Gas, P100 2/pk	Personal Protective Equipment	PK	5920						
107	DuPont	TP198TORLIG000200	DPP TP198TORLIG000200	Tychem Thermopro Coverall, Orange, LG	Personal Protective Equipment	CS	578						
108	Rae Systems	MCB3-A3C1REZ-420	RAE MCB3-A3C1REZ-420	MultirAE Pro, LEL, CO+H2S, O2, Gamma,	Detection Equipment	EA	22						
109	Kask America Inc.	WHE00032.201	KAS WHE00032.201	Zenith Hi Viz Helmet, White	Personal Protective Equipment	EA	1237						
110	3M	8212	MMM 8212	8212 Welding Particulate Respirator, N95	Personal Protective Equipment	CS	5628						
111	FLIR Systems, Inc.	103-032-0002	FLIR 103-032-0002	Griffin G510 Field Ready Kit	Detection Equipment	EA	1						
112	United Shield International, LL	ACH- MICH MIL-MIDCUT-IIIA-CYTELG	USI ACH- MICH MIL-MIDCUT-IIIA-CYTELG	ACH-MICH MIL Helmet, MID CUT - Coyote -	Intervention Equipment	EA	365						
113	Avon Protection Systems	602240	AVO 602240	Voice Projection Unit - for FMS4	Personal Protective Equipment	EA	329						
114	Tactical Electronics	CORE UDC- 4 CAMERA VERSION	TAC CORE UDC- 4 CAMERA VERSION	CORE Under Door Camera (UDC) 4 Cam Kit	CBRNE Operational and Search and Rescue Equipment	EA	7						
115	3M	2091	MMM 2091	Particulate Filter, P100 2/Bag	CBRNE Operational and Search and Rescue Equipment	CS	4825						
116	Kappler	FSH582-91 SM/MD	KAP FSH582-91 SM/MD	Frontline 500, Level A Suit, SM/MD	Personal Protective Equipment	CS	69						
117	PGI, Inc.	3979471-1	PGI 3979471-1	Cobra BarriAire Gold - Critical Coverage	Personal Protective Equipment	EA	1550						
118	DJI Industrial Inc.	CP.EN.00000107.01	DJI CP.EN.00000107.01	Mavic 2 Enterprise (DUAL) Universal Edit	CBRNE Aviation Equipment	EA	43						
119	FallTech	72706TH3	FAL 72706TH3	Self-Retracting Lifeline Web Device Set	Related Products	EA	406						
120	CEIA USA	PMD2PLUS/EZ-NFL	CEIA PMD2PLUS/EZ-NFL	PMD2Plus Elliptic Metal Detector	Inspection and Screening Systems	EA	22						
121	DuPont	TY1225WH4X002500	DPP TY1225WH4X002500	Tyvek Coverall, Hood & Boots, White, 4X	Personal Protective Equipment	CS	18275						
122	Argon Electronics	F404ANXX-LU54	ARG F404ANXX-LU54	DT616 training kit	CBRNE Operational and Search and Rescue Equipment	EA	15						
123	Potters Industries	MSRHB	SAF MSRHB	Mass Spec Regular Highway Beads	Related Products	LB	244000						
124	DuPont	TF14STGY2X000600	DPP TF14STGY2X000600	Tychem 6000 Coverall, Grey, 2X	Personal Protective Equipment	CS	625						
125	Wanco Inc.	WVTMM-L	WAN WVTMM-L	Wanco Large Metro Message Board	Physical Security Enhancement Equipment	EA	7						
126	Polaris Inc.	R20RSX99AP	POL R20RSX99AP	Polaris Ranger Crew XP 1000 Northstar	CBRNE Logistical Support Equipment	EA	4						
127	Dunlop	87012 10	BAT 87012 10	Hazmax 16 In Kneebboot, Steel Toe, sz 10	Personal Protective Equipment	PR	1510						
128	Fox40 USA Inc.	9203-1308	FOX 9203-1308	Whistle, Sonik Blast CMG, High Yellow	CBRNE Logistical Support Equipment	EA	31698						
129	CMC	540014	CMC 540014	Con-Space USAR Task Force Kit	Information Technology	EA	6						
130	Meridian Medical	FPAE	MER FPAE	DuoDote Auto-Injector	Medical	EA	1800						
131	Rae Systems	W01K-110102-056079-0001	RAE W01K-110102-056079-0001	AREARAE PLUS, WIRELESS	Information Technology	EA	2						
132	DLX Enterprises LLC	SMRPA12	DLX SMRPA12	ASAP-12 Rapid Shelter System 16x12	CBRNE Logistical Support Equipment	EA	6						
133	Northstar Medical	M5066A	PHI M5066A	Philips Heartstart Onsite AED, includes:	Medical	EA	135						
134	Acme United Corporation	59693	FAO 59693	24 UNIT, METAL CUSTOM FULL KIT, UTILITY	Medical	EA	2881						
135	Tactical Electronics	CORE POLE CAM KIT	TAC CORE POLE CAM KIT	CORE Pole Camera 10' Kit	CBRNE Operational and Search and Rescue Equipment	EA	12						

RFP 2020-9189

Offeror Company Name:

Instructions: Offerors should submit their Category Discounts in the following format.

[illegible]

SCHEDULE [SUBJECT]

Sample Invoice

Bill To:	Date	Invoice #
Port of Portland Accounts Payable Department PO Box 3529 Portland, OR 97208 (Portinvoices@portofportland.com)		

Billing Period	
----------------	--

Contract #	
Task Order# (if applicable)	
Port Location	
Work Description	
Port Project Manager	
Port Environmental Project Manager (if applicable)	
Provider Project Lead	

Direct Labor

Name/Title	Rate	Hours	Amount
DIRECT LABOR TOTAL			

Direct Costs

Description	Cost/Qty	Rate	Amount
DIRECT COSTS TOTAL			

AMOUNT DUE THIS INVOICE	
-------------------------	--

Total Authorized Budget for this Task Order	
Remaining Authorized Budget for this Task Order	
Applicable Discount	
INVOICE TOTAL	

Additional Information

Requirements	Notes
1. Billing Period	Monthly
2. Port Contract Number	This is the Port-assigned number from the Contract
3. Port Task Order Number	Should be listed on Task Order/contact Port Env. P.M.
4. Port Location	Location where work was done (Marine, PDX, Portwide, etc.)
5. Work Description	As described on Task Order
6. Port Project Manager	
7. Port Environmental Project Manager	Even if this is the same as the Port Project Manager
8. Provider Project Lead	
9. Direct Labor	On each subtask listed on the Task Order, include name, title, labor rate, total hours, and total charge for each individual working on each subtask. Also, attach copies of the individual's time sheets which list hours worked and detailed descriptions of work accomplished per hour.
10. Direct Costs	All administrative charges (e.g., photocopies, mileage, telephone) and outside services <u>must be separated out</u> . List separately laboratory charges; list all outside service Providers, work performed, and their charges. Include copies of each subcontractor's invoice(s), time sheets which list hours and detailed descriptions of work accomplished per hour, and subcontractor's summary letters.
11. Amount Due This Invoice	Total labor and costs for the work for the month
12. Total Authorized Budget for This Work	Based on Contract or approved Task Orders
13. Remaining Authorized Budget for This Work	Based on Contract or approved Task Orders (this is a cumulative balance based on all work).
14. Applicable Discount	If applicable, apply discount for labor hour charges on this line.
15. Invoice Total	#12 less #15, above.
16. Final invoice for the Contract or each Task Order shall include the words "Final Invoice"	

Important

- a)** Invoices must represent services for one Task Order only; do not include multiple Task Order numbers on one invoice.
- b)** This sample invoice is for reference only; Provider's invoice format does not have to be an exact replicate. However, all applicable information must be included each month in a clear and concise manner.

PPA ATTACHMENT#A



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Port of Portland (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Public Safety, Emergency Preparedness, Safety Equipment and Solutions. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates

as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
- i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ____ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the “**Product**”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title

Date

EXHIBIT C
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations,

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY,
A DELAWARE CORPORATION D/B/A
OMNIA PARTNERS, PUBLIC SECTOR
AND/OR COMMUNITIES PROGRAM
MANAGEMENT, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY D/B/A
U.S. COMMUNITIES**

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT D
PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Contract Sales Report submitted electronically in Microsoft Excel:

Requirements for National Cooperative Contract
Page 22 of 68

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror _____

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance,** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
- “Clean Air Act
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”
8. Debarment and Suspension.
- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report

Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Name and Title of Contractor’s Authorized Official

Date”

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:

Address, City, State, and Zip Code:

Phone Number: _____ Fax Number:

Printed Name and Title of Authorized

Representative: _____

Email Address:

Signature of Authorized Representative: _____ Date:

EXHIBIT G
NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn to

before me this day

Signature

_____, 2____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

Street: _____

City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

**VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

☐

CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

☐

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Date

Print Name and Title

EXHIBIT H

ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
 CITY OF ADAIR VILLAGE, OR
 CITY OF ASHLAND, OR
 CITY OF AUMSVILLE, OR
 CITY OF AURORA, OR
 CITY OF BAKER, OR
 CITY OF BATON ROUGE, LA
 CITY OF BEAVERTON, OR
 CITY OF BEND, OR
 CITY OF BOARDMAN, OR
 CITY OF BONANAZA, OR
 CITY OF BOSSIER CITY, LA
 CITY OF BROOKINGS, OR
 CITY OF BURNS, OR
 CITY OF CANBY, OR
 CITY OF CANYONVILLE, OR
 CITY OF CLATSKANIE, OR
 CITY OF COBURG, OR
 CITY OF CONDON, OR
 CITY OF COQUILLE, OR
 CITY OF CORVALLI, OR
 CITY OF CORVALLIS PARKS AND RECREATION
 DEPARTMENT, OR
 CITY OF COTTAGE GROVE, OR
 CITY OF DONALD, OR
 CITY OF EUGENE, OR
 CITY OF FOREST GROVE, OR
 CITY OF GOLD HILL, OR
 CITY OF GRANTS PASS, OR
 CITY OF GRESHAM, OR
 CITY OF HILLSBORO, OR
 CITY OF INDEPENDENCE, OR
 CITY AND COUNTY OF HONOLULU, HI
 CITY OF KENNER, LA

CITY OF LA GRANDE, OR
 CITY OF LAFAYETTE, LA
 CITY OF LAKE CHARLES, OR
 CITY OF LEBANON, OR
 CITY OF MCMINNVILLE, OR
 CITY OF MEDFORD, OR
 CITY OF METAIRIE, LA
 CITY OF MILL CITY, OR
 CITY OF MILWAUKIE, OR
 CITY OF MONROE, LA
 CITY OF MOSIER, OR
 CITY OF NEW ORLEANS, LA
 CITY OF NORTH PLAINS, OR
 CITY OF OREGON CITY, OR
 CITY OF PILOT ROCK, OR
 CITY OF PORTLAND, OR
 CITY OF POWERS, OR
 CITY OF PRINEVILLE, OR
 CITY OF REDMOND, OR
 CITY OF REEDSPORT, OR
 CITY OF RIDDLE, OR
 CITY OF ROGUE RIVER, OR
 CITY OF ROSEBURG, OR
 CITY OF SALEM, OR
 CITY OF SANDY, OR
 CITY OF SCAPPOOSE, OR
 CITY OF SHADY COVE, OR
 CITY OF SHERWOOD, OR
 CITY OF SHREVEPORT, LA
 CITY OF SILVERTON, OR
 CITY OF SPRINGFIELD, OR
 CITY OF ST. HELENS, OR
 CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR

CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT

EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNN DYLL, UT

MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT

Version December 1, 2020

SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR

COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT

Version December 1, 2020

COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF Uintah, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION
DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT,
OR
BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR

CAMP SHERMAN ROAD DISTRICT, OR
 CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR

COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR
 COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR

DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR

FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT, OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPPNER R.F.P.D., OR
 HEPPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR

HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR

JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,
 OR
 JUNIPER FLAT R.F.P.D., OR
 JUNO NONPROFIT WATER IMPROVEMENT
 DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT,
 OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT,
 OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT,
 OR
 KLAMATH COUNTY PREDATORY ANIMAL
 CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD
 DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT,
 OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT,
 OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
 REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR

LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR
 LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY,
 OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL
 DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT,
 OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL
 DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT,
 OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT,
 OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO.,
 OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT,
 OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE
 DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION
 DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE
 DISTRICT, OR

MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR
 MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR

MT. LAKI CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR
 NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D., OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR

ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR
 OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR

PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR
 PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
 OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR

ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR

SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR
 SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVUE IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR

THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR
 TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR

VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR
 WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR

WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR
 YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR
 ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B
 FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR

KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT
 SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT

AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA) , UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMERY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT
 LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT
 UTAH VIRTUAL ACADEMY, UT
 VENTURE ACADEMY, UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY, UT
 WALDEN SCHOOL OF LIBERAL ARTS, UT
 WASATCH PEAK ACADEMY, UT
 WASATCH SCHOOL DISTRICT, UT
 WASHINGTON SCHOOL DISTRICT, UT
 WAYNE SCHOOL DISTRICT, UT
 WEBER SCHOOL DISTRICT, UT
 WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII

CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF
HAWAII
ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON
UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF
HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
ATTORNEY
STATE OF UTAH

STATE AGENCIES

ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION



P.O. Box 3529

Portland, Oregon 97208

Public Safety, Emergency Preparedness, Safety Equipment and Solutions

Solicitation Number 2020-9189

Responses Due: February 2, 2020

By: 4:00 PM

ADDENDUM NUMBER 1

This Addendum Number 1 provides changes and/or clarification to the Solicitation for the above-entitled project to be considered by each respondent. Any changes made by this Addendum Number 1 to the Solicitation change only the portion of the words or paragraphs specifically mentioned herein, and the balance of the Solicitation remains unchanged. It is the responsibility of all respondents to incorporate the information included in this Addendum Number 1 when preparing their response. **Therefore, acknowledge receipt of this Addendum Number 1 on the response page provide in the Solicitation.**

Section 1.1 Paragraph 1 is changed to state "At the Port's option, the contract may be extended for up to two additional years, in one-year increments. The anticipated full term of the contract is seven (7) years."

Section 1.6 Is changed to state " See Schedule 1.6 A for the full scope of services."

Section 1.7 Paragraph 1 is changed to state "The intent of this solicitation is for Providers to propose a broad selection of public safety, emergency supplies, equipment and solutions specified in (1.6A)."

Section 4.3.17 Is changed to state "Provider will submit a completed Price Proposal Form Pricing Market Basket (Schedule 1)."

Schedule 1.2 Sample Contract: Section 2, paragraph 1 (term) is changed to state "The anticipated full term of the contract is seven (7) years."

Schedule 1.6 Is changed to read to **Schedule 1.6 A**

All questions must be submitted through the Port of Portland's Vendor Portal, located at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598>.

Christina Hamel
Procurement Specialist
Port of Portland

Enclosures: None

AFFIDAVIT OF PUBLICATION

STATE OF NEVADA)
COUNTY OF CLARK) SS:

**PHASE 3 MARKETING & COMM
STE 360
109 WESTPARK DR
BRENTWOOD TN 37027**

**Account # 170430
Ad Number 0001130637**

Eileen Gallagher, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 12/29/2020 to 12/29/2020, on the following days:

12 / 29 / 20

REQUEST FOR PROPOSALS

The **Port of Portland, Oregon** is requesting proposals from qualified and experienced firms to provide **Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189)**. In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>.

VIRTUAL PRE-PROPOSAL
ONLINE CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226 Conference ID: 652 032 023#

PROPOSAL DUE DATE:
FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME.

PUB: Dec. 29, 2020
LV Review-Journal

Eileen Gallagher

LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 29th day of December, 2020

Notary *Kimberly Taormina*



PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

PHASE:3
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide **Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189)**. In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>
VIRTUAL PRE-PROPOSAL ONLINE
CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226 Conference ID: 652 032 023#
PROPOSAL DUE DATE: FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME
Pub. Dec. 31, 2020

Order # 0004521816 # of Affidavits 1

P.O # OMNIA Classified RFP 2020-9189

Published Date(s):

12/31/20

STATE OF WISCONSIN
COUNTY OF BROWN

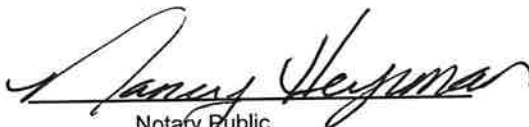
} **SS.**

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.



Sworn to before me this

31 ST day of
DECEMBER 2020


Notary Public

My Commission expires:

5.15.23

NANCY HEYRMAN
Notary Public
State of Wisconsin

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX I.D.# 87-0217663
801-204-6910

Deseret News

Utah
Media
Group

The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER	
PHASE 3, ACCOUNTS PAYABLE 109 WESTPARK DR STE 360 BRENTWOOD TN 37027		9001501174	
ACCOUNT NAME		DATE	
PHASE 3,		1/7/2021	
TELEPHONE	ORDER # / INVOICE NUMBER		
6155674070	0001305875 / 101305875-12292020		
PUBLICATION SCHEDULE			
START 12/29/2020 END 12/29/2020			
CUSTOMER REFERENCE NUMBER			
RFP 2020-9189			
CAPTION			
REQUEST FOR PROPOSALS The Port of Portland, Oregon is requesting proposals from			
SIZE			
38 LINES 1 COLUMN(S)			
TIMES		TOTAL COST	
2		65.04	

REQUEST FOR PROPOSALS

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189). In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL
ONLINE CALL: Tuesday,
January 12, 2021, 10:00
AM Pacific Time, via Microsoft Teams Meeting
dial-in +1 971-254-1226
Conference ID: 652 032 023#

PROPOSAL DUE DATE:
FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME.
1305875 UPAXLP

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide Public Safety, Emergency Preparedness** FOR **PHASE 3**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 12/29/2020 End 12/29/2020

DATE 1/7/2021

SIGNATURE 

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 7TH DAY OF JANUARY IN THE YEAR 2021

BY LORAIN GUDMUNDSON.




NOTARY PUBLIC SIGNATURE

AFFIDAVIT OF PUBLICATION

DJC



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

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

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

Case Number: NOT PROVIDED

Public Safety, Emergency Preparedness, Safety Equipment and Solutions

Port of Portland; Bid Location Portland, OR, Multnomah County; Due 02/02/2021 at 04:00 AM

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

12/30/2020

State of Oregon
County of Multnomah

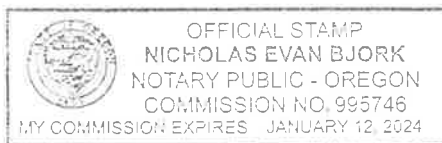
SIGNED OR ATTESTED BEFORE ME
ON THE 30th DAY OF December, 2020

Bill Beyer

Bill Beyer

N. E. Bjork

Notary Public-State of Oregon



**PORT OF PORTLAND,
OREGON
PUBLIC SAFETY, EMERGENCY
PREPAREDNESS, SAFETY
EQUIPMENT AND SOLUTIONS**

Proposals Due 4:00 pm,

February 2, 2021

REQUEST FOR PROPOSALS

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide (RFP No. 2020-9189). In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

**VIRTUAL PRE-PROPOSAL ONLINE
CALL: Tuesday, January 12, 2021, 10:00
AM Pacific Time, via Microsoft Teams
Meeting dial-in +1 971-254-1226 Confer-
ence ID: 652 032 023#**

**PROPOSAL DUE DATE: FEBRUARY
2, 2021, BEFORE 4:00 PM PACIFIC
TIME.**

Published Dec. 30, 2020. 11946593

Rich Melin
National Ipa
109 Westpark Dr Ste 360
Brentwood, TN 37027-5062

Order No.: 11946593
Client Reference No:

*** Proof of Publication ***

HELENA INDEPENDENT RECORD
2222 Washington St
Helena, MT 59602
Ph: (406) 447-4000

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide **Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189)**. In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>
VIRTUAL PRE-PROPOSAL ONLINE CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226 Conference ID: 652 032 023#
PROPOSAL DUE DATE: FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME.
December 30, 2020. **MNAXLP.**

Phase 3 Marketing & Communications

Rich Melin

109 WESTPARK DRIVE STE 360

BRENTWOOD TN 37027

ORDER NUMBER 24870

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The HELENA INDEPENDENT RECORD, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisements thereof:

That the

Legal Ad.

a true copy of which is printed, was published in said newspaper for the same number of insertions provided below.

December 30, 2020

STATE OF MONTANA
County of Lewis & Clark

Subscribed and sworn to me this

30th day of December

2020.

Section: Legal

Category: 0701 Legals Helena

PUBLISHED ON: 12/30/2020

TOTAL AD COST: 74.26

FILED ON: 12/30/2020

Billie Jo Williams

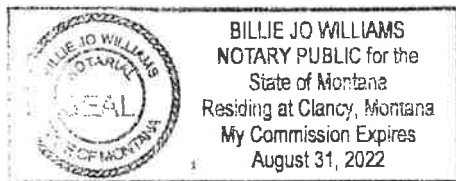
NOTARY PUBLIC for the State of Montana

Printed Name: Billie Jo Williams

Residing at Clancy, Montana 59634

My commission expires August 31, 2022

(Notary Seal)



Certificate of the Publisher

The Herald-News

Description: RFP 2020-9189
1846348
RFP NO. 2020-9189

PHASE 3 MARKETING & COMMUNICATIONS
P O BOX 680758
MARIETTA GA 30068

Shaw Media certifies that it is the publisher of The Herald-News.
The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on 12/29/2020

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on 29th day of December, A.D. 2020

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10174037

Amount \$81.62

PUBLIC NOTICE

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189).

In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portai.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL
ONLINE CALL: Tuesday,
January 12, 2021, 10:00
AM Pacific Time, via
Microsoft Teams Meeting
dial-in +1 971-254-1226
Conference ID: 652 032
023#

PROPOSAL DUE DATE:
FEBRUARY 2, 2021,
BEFORE 4:00 PM PACIFIC
TIME.

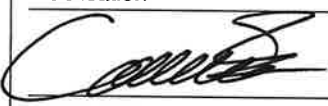
(Published in Herald-News
December 29, 2020)
1846348

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
(RFP No. 2020-9189) Public Safety, Emergency Preparedness,
Safety Equipment and Solution

STATE OF HAWAII

City and County of Honolulu

Doc. Date:	DEC 29 2020	# Pages:	1
Notary Name:	COLLEEN E. SORANAKA		
Doc. Description:	Affidavit of Publication		
Notary Signature		Date	DEC 29 2020

First Judicial Circuit
NOTARY PUBLIC
No. 90-263
STATE OF HAWAII

Lisa Sakakida being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 1 times on:

12/29/2020

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 0 times on:

West Hawaii Today 0 times on:

Other Publications: 0 times on:

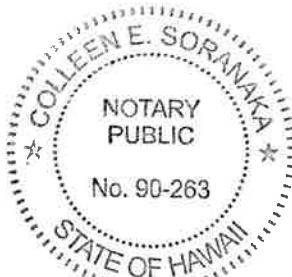
And that affiant is not a party to or in any way interested in the above entitled matter.

Lisa Sakakida

Subscribed to and sworn before me this 29 day of December A.D. 2020

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2024

Ad # 0001308923



ICSP NO.: _____

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189). In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?Comp anyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL ONLINE CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226 Conference ID: 652 032 023#

PROPOSAL DUE DATE: FEBRUARY 2, 2021,
BEFORE 4:00 PM PACIFIC TIME.
(SA1308923 12/29/20)

[illegible]

Product	Date	Class	Page
HCN Cypress Creek Champions	Jan 6 2021	Legal Notices	A 8
HCN Cypress Creek Champions	Jan 6 2021	Legal Notices	A 8
HCN Cypress Creek Champions	Jan 6 2021	Legal Notices	A 8
HCN Cypress Creek Champions	Jan 6 2021	Legal Notices	A 8
HCN Cypress Creek Champions	Jan 6 2021	Legal Notices	A 8
HCN Cypress Creek Champions	Jan 6 2021	Legal Notices	A 8
HCN Cypress Creek Champions	Jan 6 2021	Legal Notices	A 8

Victoria Bond + KR Clark
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 6th Day of January A.D. 2021



[Signature]
Notary Public in and for the State of Texas

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189). In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL ONLINE CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226 Conference ID: 652 032 023#

PROPOSAL DUE DATE: FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME.

mail legals@chron.com or call (713) 224-6868

Legals/Public Notices**Legals/Public Notices**

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189). In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL ONLINE CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226 Conference ID: 652 032 023#

PROPOSAL DUE DATE: FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME.

STATE OF MAINE

County of Kennebec
City of AUGUSTA

Being duly sworn, says he/she is Donna Dusty
Of the Kennebec Journal/Morning Sentinel, daily newspapers in the City of Augusta /
Waterville, State of MAINE:

Public Notice: The **Port of Portland, Oregon** is requesting proposals from qualified and experienced firms to provide **Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189)**. In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

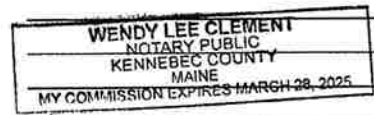
VIRTUAL PRE-PROPOSAL ONLINE CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226 Conference ID: 652 032 023#

PROPOSAL DUE DATE: FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME.

Has been published in the said Kennebec Journal:
12/29/20
Has been published in the said Morning Sentinel:
12/29/20

Subscribed and sworn before me this:
01/12/21

Wendy Lee Clement



My Commission Expires

Name: Phase 3
Caption: The Port of Portland, Oregon
Ad Number: 0233297

Wendy Lee Clement

**PHASE 3 MARKETING AND COMMUNICATIONS
109 WESTPARK DRIVE, SUITE 360
BRENTWOOD, TN 37027**

Acct Number 65600
Ad Number 0000963399
Insertions 1
Total \$19.50

**AFFIDAVIT OF PUBLICATION,
NEW JERSEY, SUSSEX COUNTY, ss**

Jaime Kerr, of full age being duly sworn, did depose and say that the notice hereto attached was published in THE NEW JERSEY HERALD and/or NEW JERSEY SUNDAY HERALD a newspaper printed and circulated in said county on:

<u>ADNUMBER</u>	<u>Publication</u>	<u>Page</u>	<u>Date</u>
0000963399-01	NJH Herald	B5	12/29/2020

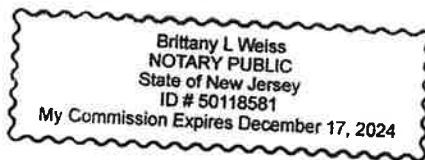
Jaime Kerr

Subscribed and sworn to me before this date: 12/29/2020

Brittany Weiss

Notary:

Date: 12/29/2020



NOTICE

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189). In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?Comp anyID=15598> or <https://www.omniopartners.com/publicsector/solicitations>

[portal/portal.cfm?Comp anyID=15598](https://www.omniopartners.com/publicsector/solicitations) or <https://www.omniopartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL ONLINE CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226 Conference ID: 652 032 023#

PROPOSAL DUE DATE: FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME.
Dec. 29, 2020 pfs\$12.00
0000963399 NJH

Richmond Times-Dispatch

Advertising Affidavit

Account Number

6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date

December 30, 2020

OMNIA
109 WESTPARK DRIVE
SUITE 360
BRENTWOOD, TN 37027

Date	Category	Description	Ad Size	Total Cost
01/07/2021	Propos-Sld Bids-RFP	The Port of Portland, Oregon is requesting proposals from qual	2 x 0 L	107.20

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide **Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189)**. In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>
VIRTUAL PRE-PROPOSAL ONLINE CALL: Tuesday, January 12, 2021, 10:00 AM Pacific Time, via Microsoft Teams Meeting dial-in +1 971-254-1226
Conference ID: 652 032 023#
PROPOSAL DUE DATE: FEBRUARY 2, 2021, BEFORE 4:00 PM PACIFIC TIME

Publisher of the Richmond Times-Dispatch

This is to certify that the attached The Port of Portland, Ore was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:

12/29/2020

The First insertion being given ... 12/29/2020

Newspaper reference: 0001170301

Sworn to and subscribed before me this Wednesday, December 30, 2020


Notary Public


Billing Representative

State of Virginia
County of Hanover
My Commission expires _____

Richard A. Hundley
Notary Public
Commonwealth of Virginia
Notary Registration No. 7904041
Commission Exp. Jan 31, 2024

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

Rich Melin
PHASE 3 MARKETING & COMMUNICATIONS/NIPA
109 WESTPARK DRIVE SUITE 360
BRENTWOOD, TN - 37027

SB #: 3427049

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide **Public Safety, Emergency Preparedness, Safety Equipment and Solutions** (RFP No. 2020-9189). In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:

RFP 2020-9189 Public Safety, Emergency Preparedness, Safety Equipment and Solutions

**VIRTUAL PRE-PROPOSAL
ONLINE CALL:** Tuesday, January
12, 2021, 10:00 AM Pacific Time, via
Microsoft Teams Meeting dial-in +1
971-254-1226 Conference ID: 652 032
023#

PROPOSAL DUE DATE:
**FEBRUARY 2, 2021, BEFORE 4:00
PM PACIFIC TIME.**
12/30/20, 1/6/21

SBS-3427049#

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

12/30/2020, 01/06/2021

Executed on: 01/06/2021
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.



Signature



Email

* A 0 0 0 0 0 5 6 1 5 9 2 5 *

STATE OF WASHINGTON -- KING COUNTY

--SS.

390652

No.

PHASE 3 MARKETING & COMM.

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

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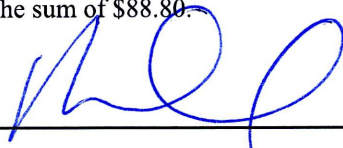
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12/29/20

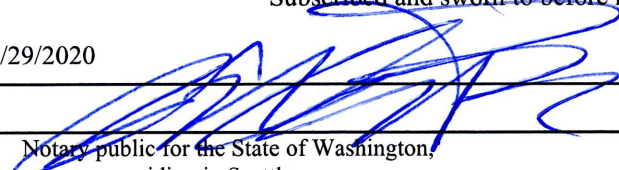
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Affidavit of Publication


Subscribed and sworn to before me on

12/29/2020


Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

**Port of Portland,
Oregon
Public Safety,
Emergency
Preparedness,
Safety Equipment
and Solutions
Proposals Due:
February 2, 2021**

The Port of Portland, Oregon is requesting proposals from qualified and experienced firms to provide **Public Safety, Emergency Preparedness, Safety Equipment and Solutions (RFP No. 2020-9189)**. In order to be considered, the Provider must complete and submit a proposal to Port of Portland in accordance with the solicitation documentation available at <https://www.planetbids.com/portal/portal.cfm?CompanyID=15598> or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL
ONLINE CALL: Tuesday,
January 12, 2021, 10:00 AM
Pacific Time, via Microsoft Teams
Meeting dial-in +1 971-254-1226
Conference ID: 652 032 023#

PROPOSAL DUE DATE:
FEBRUARY 2, 2021, BEFORE
4:00 PM PACIFIC TIME.

Date of publication in
the Seattle Daily Journal of
Commerce, December 29, 2020.
12/29(390652)

CAPITAL CITY PRESS

**Publisher of
THE ADVOCATE**

PROOF OF PUBLICATION

The hereto attached notice was published in
THE ADVOCATE, a daily newspaper of
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State of Louisiana, City of Baton Rouge, and
Parish of East Baton Rouge or published daily in
THE TIMES-PICAYUNE/
THE NEW ORLEANS ADVOCATE, in
New Orleans Louisiana, or published daily in
THE ACADIANA ADVOCATE in

12/29/2020


Victoria Gautreau, Public Notices
Representative

Sworn and subscribed before me by the person
whose signature appears above

12/30/2020



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



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479803-01

RICH MELIN
109 WESTPARK DR STE 360
BRENTWOOD, TN 37027

PUBLIC NOTICE

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Attention: Rich Melin
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PO BOX 680758
MARIETTA, GA 30068

REQUEST FOR PROPOSALS

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4837182

State of South Carolina
County of Richland

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1 Insertion(s)

Published On:

December 29, 2020

Michelle Long
Inside Classified Accounts
Representative

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Notary Public for South Carolina
My Commission Expires:
November 27, 2022

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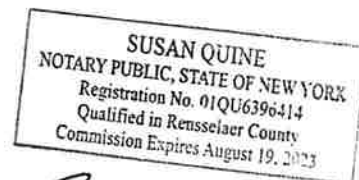
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12-29-2020

Renee E Bernard 12/30/2020
Renee E Bernard

Sworn to before me, this 30 day of Dec 2020



[Signature]

Notary Public
Albany County

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TU1t 4139160



January 15th, 2021

To Whom It May Concern:

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The Port of Portland, Oregon RFP 2020-9189 was published within said newspaper in the Public Notice Section of the on the following date(s):

12/29/2020

Anthony Pacini

On this the 15th day of January 2021, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

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County of Pinellas

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Notre Dame to find out if gap closed

Eric Hansen
The South Bend Tribune

SOUTH BEND, Ind. – The miscalculation for those who either hope/fear Notre Dame’s second College Football Playoff appearance turns out to be a program referendum is that top-ranked Alabama is not a stationary target.

Notre Dame’s obsession – its fan base included – since a 42-14 defrocking by Alabama in the BCS national championship game eight seasons ago, and its mantra since a 30-3 smothering from Clemson in a 2018 playoff loss has been “closing the gap” on this generation’s postseason ogres.

Friday’s CFP semifinal at the relocated Rose Bowl game in Arlington, Texas, seemed like a convenient checkpoint for No. 4 Notre Dame (10-1) to gauge that, particularly in light of the two disparate outcomes against playoff semifinalist Clemson this season.

Where the algorithm fails is that No. 1 Alabama (11-0) has been closing the gap too since the last meeting between the teams in 2012.

On history.

Since that 2012 coronation, Alabama has added national titles in 2015 and 2017, made six of the seven playoff fields, and sent a Football Bowl Subdivision-high 72 players to the NFL via the draft, more than half of those first- or second-rounders.

The Crimson Tide haven’t just recruited. They’ve hoarded.

Alabama has accrued five more No. 1 classes, per Rivals.com, and almost doubled the number of top 50 prospects (49) from the 2013 cycle through this year’s freshman class on Clemson (29).

Perhaps the most imposing notion for the rest of the college football world to digest is that the man considered the best coach of this generation and likely others – Nick Saban, at age 69 – is getting better.

“Alabama plays very differently than the 2012 Alabama team that you saw, because you have to play differently in college football these days,” said Cecil Hurt, the sports editor of The Tuscaloosa News who’s been covering Crimson Tide football since 1982. “You have to score more points.

“And Nick simultaneously hates that, but no matter what he hates, he loves winning more than he hates having to change. He will change, because he loves to win.

“So he has changed. They’re more athletic defensively. Guys that can play in space. They’re not as big and powerful up front defensively. It won’t be the same offensive line, where they just pound you and grind you, because that’s not what they try and do offensively anymore.

“I think that’s what separates the coaches that are at the very pinnacle of the game from everybody else. Not only do they have success, but they don’t become prisoners of their own success and preclude themselves from having even more success.”

Whether the Irish, as the biggest Vegas underdog in playoff history (20 points), can find a path to its 10th toppling of a No. 1 team in program history and advance to the Jan. 11 title game in Miami, the long-term takeaway worth holding on to is that Notre Dame coach Brian Kelly is evolving as well.

Not just from his first season in 2010, when parading around with a Sun Bowl trophy at the end of an eight-win season felt like a milestone. And not just from the transformative offseason after a 4-8 divot in 2016 that galvanized a 43-7 response in the 50 games since.

Kelly has evolved since 2019. Since the September COVID-19 team outbreak that threatened to swallow the season. Since yesterday.

“Open-minded people stay abreast



Coach Brian Kelly on Notre Dame in 2020 versus 2012: “It’s a deeper roster, more physical on both sides of the ball.” CHARLES LECLAIRE/USA TODAY SPORTS

with what’s going on around them,” said longtime Kelly confidant Rick Minter, who had two tours of duty as ND’s defensive coordinator, first under Lou Holtz (1992-93) and then under Charlie Weis (2005-06).

“They overcome, adjust, adapt, change, try to be a better version of themselves next time out. Listen to people. Go visit people. Have people come in who do it differently. Hear them out. Just like Brian did personally when he talked to all the players a few years ago, and he just kind of reinvented himself.

“Maybe all of us get in a little bit of a rut at times of our own behavior, only to be reminded of what’s another way it can be done. And I think he found that formula at Notre Dame.”

Where it’s brought Kelly and Notre Dame is a place only four of the other 130 FBS programs have been so far, a second appearance at the playoff party.

Only this year’s three other semifinalists – Alabama and Sugar Bowl combatants Ohio State and Clemson – and Big 12 heavyweight Oklahoma can also claim that.

That in itself is reason to celebrate.

“Being in the playoffs only enhances Notre Dame’s image and their brand that they can play with anybody, even if you get beat,” Minter said. “But you have to get to the party.”

Star gazing

The brightest star on this Notre Dame team is a former three-star prospect, poached from Virginia’s class and verbally committing on national signing day 2017 via a semi-botched staged phone call in front of the media.

And yet senior rover Jeremiah Owusu-Koramoah, the 2020 Butkus Award winner as the nation’s best linebacker, is hardly an outlier.

Twelve out of the 22 players who started Dec. 19 against Clemson, including quarterback Ian Book and eight on the best third-down defensive unit of the Kelly Era, are also Rivals three-stars.

Add to that nine four-stars and five-star defensive end Daelin Hayes, it looks like the Irish are regressing in talent. Alabama’s starting lineup in its Southeastern Conference championship game victory over Florida on Dec. 19 featured two three-stars, 13 four-stars and six five-stars.

And in 2012 the makeup was almost identical: 5-15-2 3/4/5 stars for Notre Dame and 5-14-3 for Alabama in the starting lineups for the BCS national championship game.

“It’s a deeper roster, more physical on both sides of the ball,” Kelly qualified on Dec. 20 on how his 2020 roster was different/better than 2012’s, despite the star rankings suggesting otherwise. “There were certainly some very talent-

ed players on that 2012 roster. In fact, some of them are still in the league doing quite well. But I think overall the depth of the roster, the ability to make plays on both sides of the ball and, quite frankly, just the size and physicality on both the offensive and defensive line is probably the biggest departure from 2012.”

There are two major flaws in relying solely on star ratings to evaluate talent differentials on rosters, however.

The first is that the four-star category is so broad, it goes from typically the No. 35 player in the country to just outside the top 250. That’s the difference between an early second-rounder and an undrafted free agent who just missed getting picked in Round 7 on the pro level.

A more telling breakdown of ready-made elite talent is the amassing of top 50 and top 100 players. And in that sense, the gap between Alabama/Clemson/Ohio State and Notre Dame, as well as most other programs, appears to be widening.

In the eight classes that immediately followed the 2012 ND-’Bama championship clash, Alabama signed 75 Rivals top 100 players. Ohio State signed 66, Clemson 40 and Notre Dame 25. In sifting down to the top 50, it’s Alabama 49, OSU 33, Clemson 29 and Notre Dame 11.

But if it were only about talent, then Georgia (55 top 100/36 top 50) would have had a national title in the Playoff Era, and Southern California (48/31) and Florida State (42/25) would be regular playoff participants. As it is, Florida State finished third in the first playoff cycle, was ninth the next year, 11th in 2016 and out of the top 25 ever since. USC hasn’t yet made the playoff.

There are player development and cultural elements missing at both places and others.

But Alabama doesn’t have either problem. The Crimson Tide, for instance, have their share of players jumping into the transfer portal, but it’s able to attract and retain top players whom other programs lose to impatience.

“Culturally, those players accept that they’re going to have to wait,” Hurt said. “Najee Harris, the No. 1 running back in the country, he sat for two years. Derrick Henry sat for a year. And when your best players are bought in like that, then everything follows from that.

“They see that’s how it’s been done, and they want to win a championship. And that’s how they’re recruited. ...

“He says, ‘This is our philosophy. There are going to be seniors in front of you.’ He doesn’t have to promise anybody that they’ll start.”

Notre Dame’s cultural answer is elite player evaluation led by director of scouting Bill Rees, embracing and sell-

ing the school’s high academic bar instead of pushing for admittance of players who would never be able to survive academically long term anyway, and a player development model that turns three-stars into five-stars with some regularity.

In fact, if you look at the ratios of top 50 and top 100 players to eventual first/second-round draft picks and overall NFL draftees, Oklahoma and Notre Dame are the two schools that are producing well above their recruiting grades and everyone else’s.

The retro model

Notre Dame arrives Friday with a complementary/ball-control model of X’s and O’s that looks more in concept like what Saban used to do than what was on the Kelly résumé that Notre Dame athletic director Jack Swarbrick became so smitten with 11 Decembers ago.

Most notably, that 2009 Cincinnati team that was one Texas missed field goal away in a tight Big 12 title game from playing Alabama for the national championship, was dead last in time of possession. And Kelly was darn proud of it.

In 2020, his team is eighth out of 127.

“That was when Brian won by out-hustling everybody, out-conditioning everybody,” said Minter, himself a head coach at Cincinnati earlier in his career. “And now Brian sits back and says, ‘What needs to work?’

“I think you could almost change some of that philosophy year to year based on the character of your team. That was one of the things I really liked about coaching with Lou Holtz. He knew how to coach to the strength of his football team.

“There’s a lot of ways to skin a cat.”

Notre Dame’s 2020 approach certainly lacks the offensive opulence of the other three teams in the playoff field. It was more than good enough to get the Irish into the playoff field, but is it a philosophy that can win games at the play-off level?

ND’s 31-17 victory at North Carolina on Nov. 27 was the model at its best. The Irish played keep away, limiting the nation’s No. 4 team in total offense to 57 plays (about 13 below the national average) and 298 total yards (a little more than half the Tar Heels’ per-game average).

But it works best when playing with the lead. And Notre Dame trailed in regulation this season just 44:47 in the 600 minutes leading up to the Clemson rematch on Dec. 19.

In that game, a 34-10 Tigers romp, it shows what can go wrong with that approach. Clemson led for 45:41 and the Irish unraveled.

If there is a next time at the playoff party, Notre Dame will likely have morphed again in its in-game identity while doubling down on its cultural one.

Among the most significant elements are those adopted in the 2016-17 Kelly makeover: improved player relations and accessibility; the hiring of director of football performance Matt Bailis and the sports science advancements in injury prevention and postgame recovery he brought with him; the hiring of mental performance specialist Dr. Amber Selking; and a plan to build accountability and leadership within the player ranks.

“It’s those kinds of changes that make what Brian Kelly does on the field from year to year sustainable,” Minter said.

In other words, it’s a program built to come knocking on the door again until it breaks through it. But will the results match the intention?

Maybe. Maybe not. But there’s no question the chase is on.

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Project Stage	Bidding
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Response Types	Response File
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Kent	Kirschner	Director	BeMotion Inc	kent@bemotioninc.com
Lee	Lupton	Director of Business Development	GenCore Candeo, Ltd.	lee.lupton@genesisworld.com
Maphoka	Tefu	Sales representative	Phokatha General Trading CC	phokathagen@gmail.com
Marc	Cavanaugh	Executive Vice President	Intelligent Surveillance Corporation	info@intelligentsurveillancecorp.com
Ronda	Mosley	Director	GlobalFlyte Inc.,	ronda.mosley@globalflyte.com
Sean	Moore	Executive Account Director	VIRA Insight, LLC	smoore@virainsight.com
STEVEN	PLECKI	Contract Sales	LABSOURCE INC	splecki@labsource.com
Suzy	Schnaitman	Sales Ops Analyst	National Safety Council Inc	sales@nsc.org
Tiffany	Bowar	Operations Manager	Eight Five Orange	tiffany@thesupplystore.com
Trenidad	Hubbard	President	Game Face Strong	trenidad@gamefaceusa.com
Yihong	Shan	President	Golden Bridge International Investment Inc.	gbiimhsusa@gmail.com
Chad	Young	Regional Sales Manager	General Work Products	chad@gwp1.com
CHRISTOPHER	ZINK	SALES/SHIPPING	TOLLMAN SPRING CO.	shipping@tollmanspring.com
JIM	MONTROY	Manager	PROPELL AMERICAN, LLC	jmontroy@propell.com
Kirsten	King	Admin	U.S. Flood Control Corp.	kirsten@usfloodcontrol.com
Wayne	Johnson	General Manager	Quality Metal Engineering, SRL	wjohnson@qualitymetalengineering.com
Zachary	Stark	Sales Manager	Liberation Management LLC	zachary@allroadsat.com

Port of Portland

Prospective Bidders for Project Public Safety, Emergency Preparedness, Safety Equipment and Solutions (2020-9188)

Issued on 12/29/2020

Bid Due on February 02, 2021 4:00 PM (PDT)

Exported on 04/15/2021

VendorID	Company Name	Address	City	State	Zip	Country	Contact Name	Phone	Fax	Email
724627	ADCOM Engineering Company	3929 184th Pl SE	Bellevue	Washington	98012	United States	Susan Seefeld	425-487-1361		s.seefeld@adcomm911.com
8057	ADT Authority	8095 Shafter Parkway	Colorado	80127	United States		Adrian Simabali	888-970-7999 ext. 12	206-299-3826	melanie.simabali@adtdauthority.com
139307	Airgas Nor Pac	3951 N. Columbia Blvd	Portland	Oregon	97217	United States	Adam Richmond	503-459-9551	303-484-7518	adam.richmond@airgas.com
773836	Airgas USA LLC and Air Liquide Company	3737 Worsham ave.	Long Beach	California	90808	United States	Timothy Hart	380-401-3380		timothy.hart@airgas.com
967656	ALL IN SAFETY CORP	44 Sullivan St	Brooklyn	New York	11205	United States	Mohse Follman	718-612-0968		sales@allinafety.com
956517	Altair Safety LLC	171 Executive Blvd Suite C	Valley Cottage	New York	10989	United States	Lee Norman	845-422-8120		lee.norman@altairsafety.com
956661	Amarinifly	114 CR 141	Durango	Colorado	81303	United States	Evan Silwara	303-877-4250		evan@amarinifly.com
285328	American Guard Services, Inc.	1125 W 190th St.	Los Angeles	California	90248	United States	Nagah Abdelshahid	310-645-6200 ext. 4104		nabdelshahid@americanguardservices.com
801395	AROCK Technologies, LLC	P.O. Box 2320	Oregon City	Oregon	97045	United States	Mike Nanson	971-400-6114		michael.nanson@arocktech.com
956734	Aviation LLC dba My Medical	2979 Turkey Hill Rd	Rockbridge Baths	Virginia	24473	United States	Lisa Moffett	540-888-1728	571-260-5605	talktous@mymedical.us
297553	awos tenders	122, nager metro sdsfz	mumbai		400017	India	shivraj	91121212121 ext. 125		awos.tenders@gmail.com
956934	B2B Strategic Solutions, Inc.	150 N. Michigan Avenue Suite 2B	Chicago	Illinois	60601	United States	Donna C. Bryant	312-568-1700		donna@b2bs.com
956877	Bid Prime	1301 S Interstate 35 Ste 200	Austin	Texas	78741	United States	Sandra	888-808-5356		sluna@bidprime.com
956758	Blue Venture Advisors	1000 Main Street, 4th Floor	Kansas City	Missouri	64105	United States	Shaun Grubert	206-755-2097		shaun@blueventuredvisors.com
958200	Bound Tree Medical, LLC	5000 Turtle Crossing Blvd	Dublin	Ohio	43016	United States	Chris Hyffe	800-533-0523		submit@boundtree.com
957180	BUFFALO COMPUTER GRAPHICS, INC.	4185 Bayview Road	Bladeford	New York	14219	United States	NANCY KENSY	716-822-8668		NKENSY@BSCGEC.COM
956669	Cartagena SUN	23447 NE 126th St	Redmond	Washington	98003	United States	mjeff	206-914-0874		JEFF@CARTAGENASUNSHINE.COM
960213	Celigan Wireless	200 Wood Ave	Midweston	New Jersey	08846	United States	Robert Hou	650-210-9207		rhous@celigan.com
146321	CIS GROUP, LLC	134 Mariott Drive	Tallahassee	Florida	32301	United States	Keshie Stephens	850-926-9800		region1@cisgroup.com
964362	Connect Consulting Services	1510 J Street, Suite 115	Sacramento	California	95814	United States	Nora O'Brien	916-758-3220		Connect@ConnectConsulting.biz
964459	Constant Associates	9635 Torrance Blvd., Suite 430	Torrance	California	90503	United States	Jesse Hines	757-400-9099		staff@constantassociates.com
117481	ConstructConnect	3821 Edwards Rd	Cincinnati	Ohio	45209	United States	Sarah Stadslsky	800-364-2059	866-570-8187	content@constructconnect.com
141156	Contractor Plan Center	5468 SE International Way	Milwaukee	Oregon	97222	United States	Megan Verdoun	503-650-0148	503-650-8237	megan@contractorplancenter.com
957504	Cross Country Healthcare	6553 Park of Commerce Blvd.	Boxa Raton	Florida	33487	United States	Zondine Morris	301-237-1756		zmcro@crosscountry.com
959244	O'Adair & Company	595 Smith Street	Farmdale	New York	11701	United States	Pat Zerbo	613-815-3805		sales@oatcompducts.com
821841	Dana Safety Supply	903 Independence Ave.	Canoga Park	California	91304	United States	Mark Seviary	813-348-4866		mseviary@danasafetyupply.com
957070	Deborah Alston	1428 Longest Ave	Louisville	Kentucky	40204	United States	Dalston	502-452-6851		deborah.alston@net2gov.com
431680	Digital Ally, Inc.	15632 College Blvd	Kansas	Kansas	66219	United States	Greg Elia	913-814-1774	913-814-7775	bid@digitalally.com
373268	DNMultiInsurance	2299 Boltonfield	Columbus	Ohio	43228	United States	David Mullis	505-988-5383		dmullisinsurance@gmail.com
957685	E. P. Mitchell and Associates, Inc	201 St. Charles Ave Suite 114-219	New Orleans	Louisiana	70170	United States	Eva P. Mitchell	844-244-7460	504-617-7750	eva.mitchell@att.net
956702	Everbridge	155 N Lake Ave	Pasadena	California	91101	United States	Brian Yim	650-476-1139		brian.yim@everbridge.com
962900	FairWkes Environmental Supply, Inc.	108 Commercial Place	Schertz	Texas	78154	United States	Brian Meyer	210-566-1857	210-566-1867	brianmeyer@fairwkes.com
959521	Federal Company	12838-B NE Airport Way	Portland	Oregon	97230	United States	James Peterson	503-253-1700	503-253-7172	jpet@federal.com
962112	Flame Guard USA	1000 Butterfield road Suite 1029	Vernon Hills	Illinois	60061	United States	jean10k7	815-219-4074 ext. 224	847-387-3824	jeunesa@flameguardusa.com
956889	Fraggan Flag LLC	302 Rutherford Lane	Columbia	Tennessee	38401	United States	Chris Makgraf	615-469-4906 ext. 1	615-346-9430	sales@fragganflag.com
956846	Gallat LLC	1340 Russell Cave Rd	Lexington	Kentucky	40505	United States	Tiffene Brewer	859-603-1406		bidreview@gallat.com
960138	GenCore Candies, Ltd.	5800 Eagles Nest Boulevard	Tyler	Texas	75703	United States	Lee Lupton	903-787-7422	902-787-7460	Lee.Lupton@gencoreworld.com
960533	Grady Britton	107 SE Washington Ste. 300	Portland	Oregon	97214	United States	Paige Campbell	503-238-4118		paige@gradybritton.com
956620	Green Dream International	31 W. 8th St. suite 607	Erie	Pennsylvania	16501	United States	David Marco	202-470-6000		contractor@pdmed.com
14985	Guru's the Gear	13015 E Burnside St	Portland	Oregon	97233	United States	GuruAvatar Sunnivaagra	903-678-2468		guruavatar@gmail.com
42782	Hagerty Consulting, Inc.	1618 Dringman Avenue Suite 201	Evansston	Illinois	60021	United States	Kate Freeman	847-482-8454 ext. 119	847-859-1710	development@hagertyconsulting.com
959521	Halt North America	2320 Fontaine Dr Ste 120	Lexington	Kentucky	40509	United States	Andrea Bailey	618-381-1111		a.bailly@halt.com
236605	Identiv, Inc	7638 Commerce Way	Eden Prairie	Minnesota	55344	United States	Ian Needham	953-716-0815		ian.needham@identiv.com
137393	IES Communications, LLC	2803 South Fair Lane	Tempe	Arizona	85282	United States	Sarah Brouillette	480-379-6305	480-379-6202	sarah.brouillette@iescomm.com
959597	Industrial Video & Controls	230 Newmarket St.	Malden	Massachusetts	02148	United States	Jennifer Williams	617-467-1059 ext. 147		williams@ivc.com
956956	Innovative Emergency Management Inc	2801 Slater Rd Suite 110	Morrisville	North Carolina	27560	United States	Lauren Demko	919-990-8191		bid@iem.com
959300	INTEGRATED SOLUTIONS CONSULTING	220 S. Buchanan Street	Edwardsville	Illinois	62025	United States	Dan Martin	847-737-3955		bid.opportunities@is-consulting.com
958111	IPAK	821 Memorial Ave	Camden	Oregon	08103	United States	iprimak	856-486-0066		KPRIMAK@IPAK.COM
957809	Parametrics	178 South Main Street Ste 100	Alpharetta	Georgia	30009	United States	Phyllis Hardy	770-261-4711		Phyllis.hardy@parametrics.com
238494	IRS Ltd., Inc.	901 Park Road	Fleetwood	Pennsylvania	19522	United States	Mary Thomas	610-944-5858 ext. 213	610-944-5867	maryt@irsnet.com
956826	ISA Corporation	3787 Fairview Industrial Dr SE	Salem	Oregon	97302	United States	Debbie Durig	503-371-7811		debbiedurig@isacorporation.net
475984	J&H HR Group LLC	36 W. 44th St, Suite 707A	New York	New York	10036	United States	Brenda Thompson	316-292-1551 ext. 14		bthompson@jehrhr.com
912592	Klapp & Associates LLC	9910 Sage Hill Way	Escondido	California	92026-6601	United States	Daniel Klapp	760-407-2776		dklapp@klapp-associates.com
958961	L.K. Curtis & sons	185 Lennon Lane Suite 110	Walnut Creek	California	94598	United States	Nick Lawrence	510-499-4112		NLawrence@LKCurtis.com
555327	Leviton	201 North Service Road	Melville	New York	11747	United States	Justin Parker	720-501-1088		justin.parker@leviton.com
291556	Life-Assist	11277 Sunrise Park Drive	Rancho Cordova	California	95742	United States	Christi Nelson	800-624-6016	800-290-9794	quest@life-assist.com
961950	Liftnow Automotive Equipment Corp.	PO Box 972	Yorktown Heights	New York	10598	United States	Paul Stern	914-424-3479		johnstern@liftnow.com
958811	Lim Management, LLC	101 W Clinch Ave Fl 5th	Knoxville	Tennessee	37902	United States	Andrew Link	865-696-4565	865-316-6967	alink@limps.us
958341	Magna, LLC	11 E Taylor Avenue	Auburn	New Jersey	08106	United States	Lauren Wylesen	856-226-6506		lauren@magmar.com
139611	Mallory Safety and Supply Company	3241 NW Industrial Street	Portland	Oregon	97210	United States	Maureen Jacobson	360-501-3220 ext. 220		maureen.jacobson@mallory.com
142778	Mallory Safety and Supply LLC	1402 Industrial Way	Longview	Washington	98632	United States	Darcey Forbes	360-636-5750 ext. 353	360-577-4244	darcey.forbes@mallory.com
958802	MEDICAL SHIPMENT	8060 Saint Louis Ave	Skokie	Illinois	60060	United States	Leo Jomahdi	847-253-3000 ext. 117		leo@medicalshipment.com
956802	More Prepared	4857 W 147th Street Suite C	Hawthorne	Oregon	96250	United States	Mina Amoo	301-676-1555	310-676-3153	admin@moreprepared.com
960616	Noggin IT Inc	1611 Telegraph Ave #800	Oakland	California	94612	United States	Michael Skeggs	415-306-5517		mskeggs@noggin.io
956638	NP Medical	101 Union St.	Clinton	Massachusetts	01523	United States	Deb Gould	978-368-5714		deborah.gould@nomedical.com
958522	NWFF, Inc. (DBA: NWFF Environmental)	PO Box 188	Philomath	Oregon	97370	United States	Brian Russa	541-231-4176		brian@nwffenviro.com
958189	Origin Labs, Inc.	5000 Birch St, Suite 3333	Newport Beach	California	92660	United States	Samantha Zecher	949-233-0393		samantha@originlabs.com
957060	Panasonic - PRO Sensing Solutions Corporation	1701 Golf Road Ste 3-1200	Rolling Meadows	Illinois	60008	United States	Amy Lee	407-630-6375	832-634-4730	amyw.lee@us.panasonic.com
956675	Performance Safety Group	7134 Rudder Road	St. Louis	Missouri	63106	United States	Drew Adrich	366-326-4568	877-774-1329	zov@psgagar.com
128744	Prime Vendor	4622 Cedar Ave	Wilmington	North Carolina	28403	United States	Bel Clark	800-746-0544 ext. 0000		gov@belclarkprime-vendor.com
138264	PureTech Systems Inc	1950 W Rose Garden Lane Suite 1	PHOENIX	Arizona	85027	United States	Megan Willinger	602-424-8842 ext. 112		info@puretechsystems.com
957759	QVX BRANDS LLC	10517 Garden Grove Blvd	Garden Grove	California	92643	United States	Basaj Tammbabatluta	650-283-8515		rbp@qvxs.com
956387	R'S-HUGHES	15015 NE 122nd Ave	Portland	Oregon	97220	United States	TIERRA VESSE	718-888-0847		tierra@rshughes.com
128943	Reliable Supply, Inc.	PO Box 40444	Grand Junction	Colorado	81504	United States	Lovely Banquill	970-243-1829		lovely@reliable-supply.com
141300	Resource Data, Inc.	434 NW 8th Avenue	Portland	Oregon	97209	United States	Howard Earl	907-700-4314	907-561-0159	salesandmarketing@resourcedata.com
957330	Risk Solutions International	14747 N. Northlake Blvd. Suite 5	Scottsdale	Arizona	85260	United States	Austin Bandston	602-312-8818		austin.bandston@rsi.com
956654	RPB Safety LLC	2867 Samoset Rd.	Royal Oak	Michigan	48073	United States	Jeremy Kenimer	248-591-4011		jeremy.kenimer@rpbosafety.com
277007	SafCommGroup LLC	171 St Elias Court	Livermore	California	94556	United States	Bill Hobbs	970-227-2883		bill@billhobbsfamily.us
910206	SAFETY ZONE SPECIALISTS	PO Box 10754	Lakeland	Florida	33804	United States	Aaron Donovan	863-961-1385		aaron@safezonespecialists.com
956647	Sanitair, Inc.	4043 Forbes Blvd	LaHan	Maryland	20706	United States	Mya Pelfrey	704-564-0320		mpelfrey@safeawareinc.com
958230	Sat Enterprises, Inc.	209 DELBURG ST SUITE 133	DAVIDSON	North Carolina	28036	United States	BEN GIESLER	704-886-8464		bid@sanitair.com
228392	Securitas Security Services USA Inc	624 McCoughlin Blvd	Oregon City	Oregon	97045	United States	John Clark	206-156-0315		john@conneym.com
957114	Sera Star Systems	111 SW Fifth Avenue Suite 1800	Portland	Oregon	97204	United States	James Gibbs	503-289-7426		james.gibbs@serastarsystems.com
285364	SevenOutsource	6440 Santa Fe Dr	The Colony	Texas	75056	United States	John Graham	949-929-7551		john.graham@serastarsystems.com
957601	Sol Tool Company	118 Kaskadee Professional Center	Delaware	Delaware	19711	United States	Steve Walpo	315-308-7652 ext. 000		rlbaird@solmail.com
959821	Spirit Sanitizer	79 Meadows Rd	Melville	New York	11747	United States	Elizabeth Flores	714-768-0409		Florine@spiritdirect.com
139935	Spokane Regional Plan Center	66 E Morrison St Suite B	Portland	Oregon	97214	United States	Suzanne Johnson	800-312-9433		Service@spiritsanitizer.com
570444	Talan Industries LLC	209 N Havana	SPOKANE	Washington	99202	United States	Jerry Martin	509-328-9600	509-328-7279	projectinfo@plancenter.net
140280	The Daily Journal of Commerce Plan Center	732 Norththompson Ct	Delaware	Ohio	43015	United States	Todd Hanks	740-815-7001		todd@talanindustries.com
247300	Timmons Group	921 SW Washington St., #210,	Portland	Oregon	97205	United States	Plan Room	509-327-4062	503-802-7239	plancenter@dcjor.com
959397	Twin Contracting and Supplies, LLC	1001 Boulders Pkwy Suite 300	Richmond	Virginia	23225	United States	Tim Klusbande	804-200-6500		mkt@tdtimmons.com
956397	Unipak Corp.	401 W Kennedy Blvd #6072	Tampa	Florida	33606	United States	Liam Smith	813-348-5661		Liam@unipak.com
957802	United States Mask LLC	PO BOX 300027	BROOKLYN	New York	11230	United States	Brian Marcus	718-677-1065	718-677-9371	customer.care@unipakcorp.net
961821	USQ, Inc.	4050 Westergrove Dr. #315	Addison	Texas	75001	United States	David Ballingeren	817-657-1221		david@unitedstatesmask.com
964385	Uwport LLC	3150 Commercial Ave	Northbrook	Illinois	60062	United States	Sector Marquet	888-882-9147		registrations@uwport.com
957086	VIRIA Insight, LLC	3623 Latrobe dr ste 201	Charlotte	North Carolina	28211	United States	Makin Ryan	386-473-3785		makin@uwreport.com
211241	VivTas	2701 S Valley Pkwy	Louisville	Texas	75067	United States	Sean Moore	206-200-9487		smoore@viriasight.com
957915	Witt O'Brien's, LLC	7970 S. Wyman Rd.	Tempe	Arizona	85284	United States	Scott Duhal	480-918-1498 ext. 5051	480-968-1448	sd@wobvivas.com
		1201 159th St. NW Ste. 600	Washington	D.C.	20005	United States	Rebekah Buckley	202-285-0780		rebekah@wobvivas.com

Q& A for RFP 2020-9189 – Public Safety, Equipment

1. Regarding minimum qualifications, Section 1.7 paragraph 2 states "...the Port required that Providers have the ability to respond to all categories in Schedule A.." Does this mean Providers must be able to provide products or services in all of the categories for proposal consideration?" [Answer: Yes, ideally the Provider meets the minimum requirements.](#)

Would this affect their scoring, but not necessarily remove them from consideration? [Answer: For an understanding of the evaluation process, please see RFP 2020-9189, 3 PROPOSAL STRUCTURE CONTENT AND EVALUATION CRITERIA, 4 PROPOSAL CONTENT AND EVALUATION CRITERIA, and 5 EVALUATION PROCEDURES.](#)

2. What is the fee that Omnia will receive per transaction under the contract?
[Answer: It is 3%. See page RFP 2020-9189, page 29/126, 1.2 Marketing, Sales and Administrative Support.](#)
3. Whether companies from Outside USA can apply for this? [Answer: The Port of Portland will not discourage participation however a Provider must follow RFP 2020-9189 and meet the requirements to be considered. Additional language related to Outside USA can be found under Attachment A, 3.2 Distribution, Logistics \(page 63 and 64/126\).](#)
4. Are substitute or alternative branded products allowed for the MFR part #s listed in section Schedule 3.2.2 Price Proposal Market Basket? [Answer: Yes. Clearly mark Offeror's proposed product substitutes, alternative brands, approved equals and/or private label brands. A total catalog offering is preferred.](#)
- 5.

From: [Solicitations](#)
Bcc: [admin@tektal.com](#); [admin@tektal.com](#); [ajbarnett@hg-wt.com](#); [ajbarnett@hg-wt.com](#); [delivery@peak.org](#); [thedustydcc@gmail.com](#); [thedustydcc@gmail.com](#); [nicole@naturecommode.com](#); [l_lamanna@msn.com](#); [l_lamanna@msn.com](#); [sales@thepartworks.com](#); [marnie@treatbeauty.com](#); [marnie@treatbeauty.com](#); [ericmartin@thepowerworkslc.com](#); [taylor@thevenderia.com](#); [taylor@thevenderia.com](#); [taylor@thevenderia.com](#); [taylor@thevenderia.com](#); [thebennettorganizationllc@gmail.com](#); [thirdday97838@gmail.com](#); [thirdday97838@gmail.com](#); [sales@timallenequipment.com](#); [tim@audiotango.com](#); [tclacey@frontier.com](#); [jeanee@titusiq.com](#); [nasario314@frontier.com](#); [nasario314@frontier.com](#); [toddwelch@comcast.net](#); [tom@tom11.com](#); [admin@tool-craftinc.com](#); [admin@tool-craftinc.com](#); [admin@tool-craftinc.com](#); [charisse@toozefilms.com](#); [charisse@toozefilms.com](#); [info@trans-lat.com](#); [info@trans-lat.com](#); [info@trans-lat.com](#); [traxxunderground@comcast.net](#); [treenorthllc@gmail.com](#); [linda@tpesco.com](#); [tricityvinterpreting@yahoo.com](#); [tricityvinterpreting@yahoo.com](#); [kelley@go2triad.com](#); [davena@triceunderground.com](#); [jenny@trilliumimages.com](#); [jenny@trilliumimages.com](#); [contact@tripodimaging.com](#); [tropiceel@gmail.com](#); [tropiceel@gmail.com](#); [dshamebo@languages-translation.info](#); [dshamebo@languages-translation.info](#); [tteinc1@gmail.com](#); [info@turneyexcavating.com](#); [mike@turtlemt.com](#); [pablo@2brotherspainting.com](#); [pablo@2brotherspainting.com](#); [accounts@tzomfilms.com](#); [martharoden@gmail.com](#); [mandyh@umpquaoats.com](#); [umpquavalleyasphalt@hotmail.com](#); [matt@underscorevideo.com](#); [pablo.rivera1@comcast.net](#); [pablo.rivera1@comcast.net](#); [unitedflooringlcc@gmail.com](#); [pam@unitedpipebending.com](#); [upstreamelectric@hotmail.com](#); [shanin@urbanwirelessinc.com](#); [ngaxiola@comcast.net](#); [ngaxiola@comcast.net](#); [evaarechiga@valgreenpainting.com](#); [evaarechiga@valgreenpainting.com](#); [evaarechiga@valgreenpainting.com](#); [zach@valleyshades.com](#); [heidi@velvetowphotography.com](#); [veraconstructionllc@gmail.com](#); [vbark9@gmail.com](#); [veronica@veronicashean.com](#); [ashley@victresspm-pdx.com](#); [cliff@vcml.net](#); [mmaier@vista-analytical.com](#); [visualconceptsnnw@yahoo.com](#); [visualconceptsnnw@yahoo.com](#); [pat@givencontracting.com](#); [pat@givencontracting.com](#); [michelle@wahoofilms.com](#); [michelle@wahoofilms.com](#); [garrett.tsp@icloud.com](#); [garrett.tsp@icloud.com](#); [jody@wbpainting.com](#); [jody@wbpainting.com](#); [carol@wctmarine.com](#); [wctj@comcast.net](#); [jill@jilltorberson.com](#); [jill@jilltorberson.com](#); [cwhite@wes-tec.com](#); [anjspecialties@gmail.com](#); [gale@a2fab.com](#); [gale@a2fab.com](#); [abc4transcription@yahoo.com](#); [hiroki.abe@abedesigngroup.com](#); [hiroki.abe@abedesigngroup.com](#); [hiroki.abe@abedesigngroup.com](#); [info@academysecurities.com](#); [bfaith@arcpointlabs.com](#); [bfaith@arcpointlabs.com](#); [bfaith@arcpointlabs.com](#); [margaret@accurateelectricor.com](#); [info@aceeventsservices.com](#); [info@aceeventsservices.com](#); [info@aceeventsservices.com](#); [aces.floor.coverings.2016@gmail.com](#); [acousticaltilesystems@msn.com](#); [rdillon@actionfinancial.us.com](#); [mgr@actionnorthwest.com](#); [mgr@actionnorthwest.com](#); [ab@adbusch.com](#); [contact@a-o-s-s.com](#); [adventureroofing@centurylink.net](#); [dale@air-balancing.com](#)
Subject: HUB Notification - Solicitation #2020-9189 - Public Safety, Emergency Preparedness, Safety Equipment and Solutions
Date: Wednesday, December 30, 2020 10:58:00 AM
Attachments: [image004.png](#)
[image002.jpg](#)

Good morning,

This notice is provided to registered vendors with the OMWESB Certified Firms Directory.

Please be advised that Port of Portland is hosting RFP # 2020-9189 - Public Safety, Emergency Preparedness, Safety Equipment and Solutions.

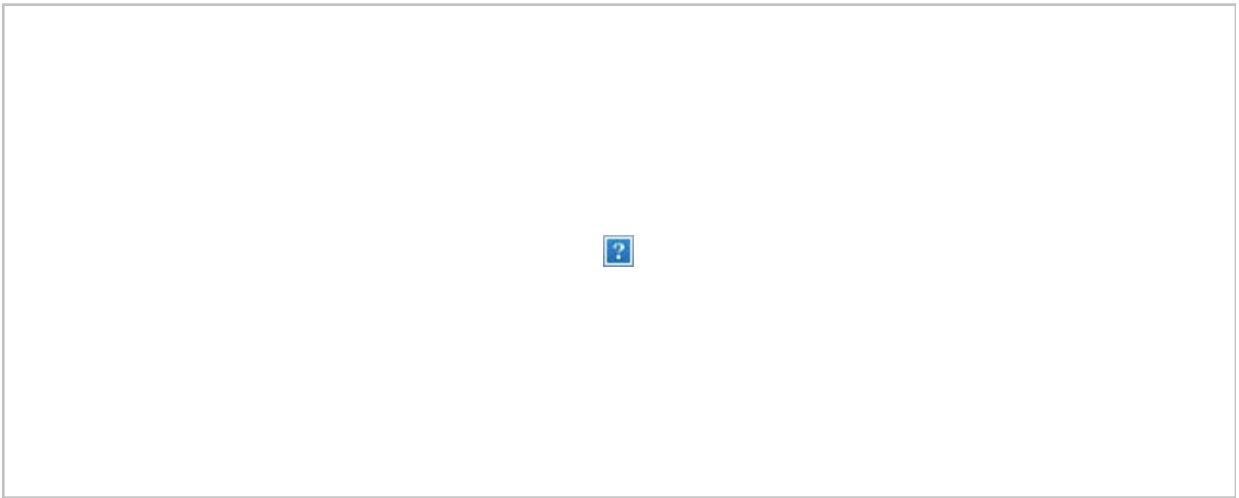
Below is the calendar of events:

Issue Date	December 29, 2020
Pre-proposal Conference	January 12, 2021 (virtual)
Deadline for receipt of questions via email	January 21, 2021
Proposal Due Date	February 2, 2021
Estimated Award Date	March 1, 2021
Estimated Contract Effective Date	April 1, 2021

Scope: See Schedule 1.6

This has been posted on the OMNIA Partners site.

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Bcc: [info@chefstable-catering.com](#); [chris@chrisbalmes.com](#); [chris@chrisbalmes.com](#); [christian@kindredfold.com](#); [cassidy@valleyinsulation.net](#); [mckenziecaffolding@gmail.com](#); [info@workwithclarity.com](#); [info@workwithclarity.com](#); [allsealpc@gmail.com](#); [leolawyer61@hotmail.com](#); [heather@cleanriverserosioncontrol.com](#); [heather@cleanriverserosioncontrol.com](#); [gary@allconcretegc.com](#); [cody@codykimedesigns.com](#); [aneshka@cslstructures.com](#); [colonialcoatings@gmail.com](#); [dwayne@columbiaprotectiongroup.com](#); [dwayne@columbiaprotectiongroup.com](#); [letty@columbiariverpainting.com](#); [letty@columbiariverpainting.com](#); [letty@columbiariverpainting.com](#); [tamara@commercialins.org](#); [kristinbiondi@gmail.com](#); [chawn@go2cer.com](#); [chawn@go2cer.com](#); [abdias@completefusionwelding.com](#); [abdias@completefusionwelding.com](#); [abdias@completefusionwelding.com](#); [timssound@gmail.com](#); [contemporaryvisions@gmail.com](#); [trasi@contractorplancenter.com](#); [steven@contractorselectrcllc.com](#); [coosriver.truckingexcavaton@gmail.com](#); [teresa@corecomponentsllc.com](#); [alando@cityofrosesdisposal.com](#); [alees2015@gmail.com](#); [alando@cityofrosesdisposal.com](#); [ben@couleeconcrete.com](#); [jfoke@cpi-sales.com](#); [creativeconcrete11@gmail.com](#); [betygladden1960@gmail.com](#); [betygladden1960@gmail.com](#); [yvonne1001.vc@gmail.com](#); [wlogers@constructionserviceworkers.com](#); [wlogers@constructionserviceworkers.com](#); [tina@cohomesource.net](#); [janet@cdsskylights.com](#); [beckie@customimprintbh.com](#); [joe@csww.co](#); [joe@csww.co](#); [czernik@q.com](#); [linda@czopekdesignstudio.com](#); [zimmerlydeanna@gmail.com](#); [zimmerlydeanna@gmail.com](#); [gretl.pineda@ascindustrial.com](#); [info@damsalsa.com](#); [davidharrisplumbing@gmail.com](#); [springerpainting@comcast.net](#); [wayne@davis-corp.com](#); [dawn@heartsandsparksproductions.com](#); [dawn@heartsandsparksproductions.com](#); [dawn@heartsandsparksproductions.com](#); [spio8854@yahoo.com](#); [deb@debbiethomas.com](#); [nicole@ipsenault.com](#); [nicole@ipsenault.com](#); [i2kpainting@outlook.com](#); [cjones@desco-pm.com](#); [jessica@devcomechanical.com](#); [surprise4664@yahoo.com](#); [eric@diggingdeepexcavation.com](#); [jmesa@dbuilds.com](#); [wayne@digitalwave.tv](#); [wayne@digitalwave.tv](#); [dorothe@directlabor.com](#); [corp@discountcell.com](#); [corp@discountcell.com](#); [rebecca@diverseworkspdx.com](#); [rebecca@diverseworkspdx.com](#); [jjurhausen@deployedlogix.com](#); [jjurhausen@deployedlogix.com](#); [companydm@comcast.net](#); [john@donnerberg.com](#); [sophie@sophiesconcierge.com](#); [sophie@sophiesconcierge.com](#); [doublejenterprizes@gmail.com](#); [dzenn@zennassociates.com](#); [sandra@dowers.co](#); [nstar@northstarsurveying.com](#); [sue@dsesurvey.com](#); [eaglepaintingc@gmail.com](#); [eaglepaintingc@gmail.com](#); [eaglepaintingc@gmail.com](#); [info@earthtrumpetlabs.com](#); [earthfriendlyflooring@gmail.com](#); [eco.e.response@gmail.com](#); [hardtre.designs@gmail.com](#); [hardtre.designs@gmail.com](#); [info@eijspevents.com](#); [info@eijspevents.com](#); [info@eijspevents.com](#); [amy@protimelawnseed.com](#); [amy@protimelawnseed.com](#); [john@elementalenergy.net](#); [elisa@hellostudio.com](#); [jess_elite@outlook.com](#); [mills@biellalighting.com](#); [evimawala@btpi.com](#); [evimawala@btpi.com](#); [evimawala@btpi.com](#); [elvispainingllc@gmail.com](#); [elvispainingllc@gmail.com](#); [elvispainingllc@gmail.com](#); [dnewhouse1@live.com](#); [contact@esmasonry.com](#); [emma@emmabrownmedia.com](#); [empirecoffeeandwater@gmail.com](#); [grace@ecc-llc.com](#); [grace@ecc-llc.com](#); [grace@ecc-llc.com](#); [anthonyescott@enginethusiast.com](#); [anthonyescott@enginethusiast.com](#); [anthonyescott@enginethusiast.com](#); [enviomex@qwestoffice.net](#); [underpressurewashington@gmail.com](#)
Subject: HUB Notification - Solicitation #2020-9189 - Public Safety, Emergency Preparedness, Safety Equipment and Solutions
Date: Wednesday, December 30, 2020 10:56:00 AM
Attachments: [image004.png](#)
[image003.jpg](#)

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Estimated Contract Effective Date	April 1, 2021

Scope: See Schedule 1.6

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[lisa@kli-inc.com](#); [lisa@kli-inc.com](#); [lisa@kli-inc.com](#); [a.o.knowledge1@gmail.com](#); [moyesdrywall@bendbroadband.com](#); [moyesdrywall@bendbroadband.com](#); [moyesdrywall@bendbroadband.com](#); [jaann@koebers.com](#); [sue@kmorealestate.com](#); [sue@kmorealestate.com](#); [kohlingtruck1@frontier.com](#); [ik@hiclasspainting.com](#); [sabrina@lalondeelectric.com](#); [sabrina@lalondeelectric.com](#); [populartradition@gmail.com](#); [populartradition@gmail.com](#); [populartradition@gmail.com](#); [sales@laboratorydesign.net](#); [angela@lmftea.com](#); [angela@lmftea.com](#); [sally@lajoimmediation.com](#); [sally@lajoimmediation.com](#); [chrislancefield@gmail.com](#); [lynnette@crowntrophy41.com](#); [lynnette@crowntrophy41.com](#); [contact@laramedia.com](#); [contact@laramedia.com](#); [contact@laramedia.com](#); [carol@lascaptioning.com](#); [lg@latticegear.com](#); [lg@latticegear.com](#); [lg@latticegear.com](#); [laura.pritchard@comcast.net](#); [lcd@europa.com](#); 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Subject: HUB Notification - Solicitation #2020-9189 - Public Safety, Emergency Preparedness, Safety Equipment and Solutions

Date: Wednesday, December 30, 2020 10:56:00 AM

Attachments: [image004.png](#)

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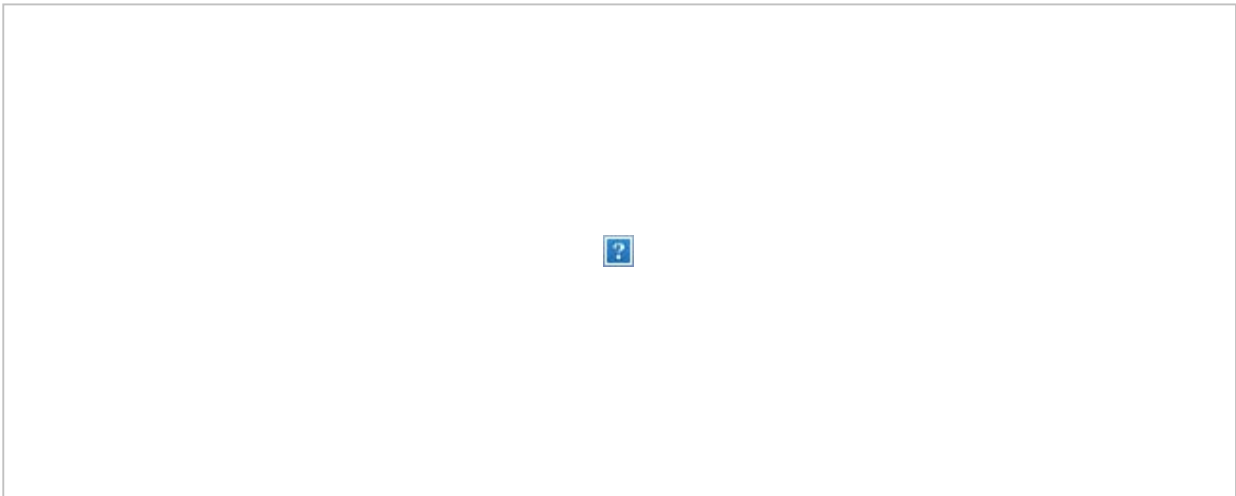
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Subject: HUB Notification - Solicitation #2020-9189 - Public Safety, Emergency Preparedness, Safety Equipment and Solutions
Date: Wednesday, December 30, 2020 10:55:00 AM
Attachments: [image004.png](#)
[image002.jpg](#)

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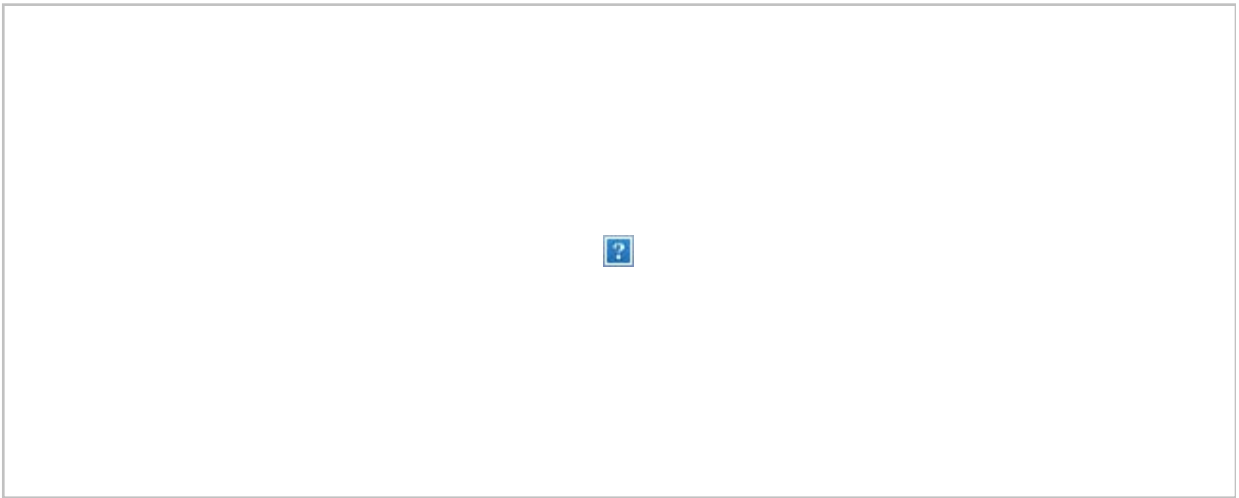
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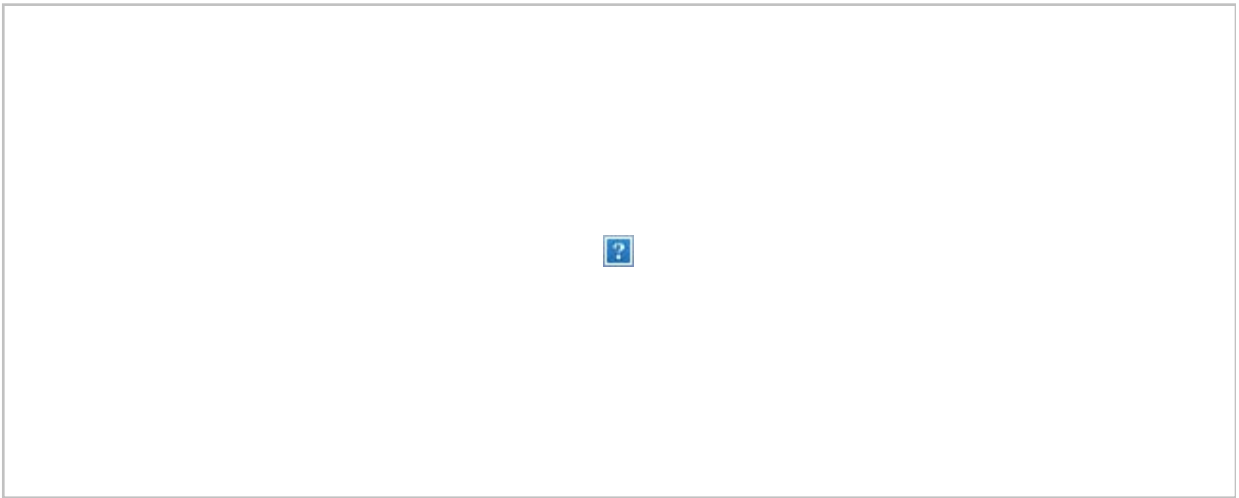
From: [Solicitations](#)

Bcc: [support@compasslearningsystems.com](#); [fred@fredjoephoto.com](#); [fred@fredjoephoto.com](#); [fred@fredjoephoto.com](#); [hoveindustries@gmail.com](#); [hoveindustries@gmail.com](#); [hstoregon@outlook.com](#); [irlsocialskills@gmail.com](#); [irlsocialskills@gmail.com](#); [info@icansavealife.com](#); [cambpkel@gmail.com](#); [cambpkel@gmail.com](#); [pau246@charter.net](#); [donaldprozanski@yahoo.com](#); [rose@rosespeechwriter.com](#); [rose@rosespeechwriter.com](#); [rose@rosespeechwriter.com](#); [workskillsllc@gmail.com](#); [workskillsllc@gmail.com](#); [gomezdelamaza@hotmail.com](#); [gomezdelamaza@hotmail.com](#); [gomezdelamaza@hotmail.com](#); [joellen@alicataglass.com](#); [joellen@alicataglass.com](#); [joellen@alicataglass.com](#); [joellen@alicataglass.com](#); [ajr@aliciajrosethphotography.com](#); [ajr@aliciajrosethphotography.com](#); [ajr@aliciajrosethphotography.com](#); [alissa.beddow@gmail.com](#); [ymbigham@gmail.com](#); [julie@allcitypaving.com](#); [julie@allcitypaving.com](#); [lisab@aisteel.us](#); [rhonda@alliancetrucking.com](#); [john@alliedproductsllc.com](#); [brianc@alphasmllc.com](#); [brianc@alphasmllc.com](#); [tracy@alpineelectricor.com](#); [amy@accfoam.com](#); [jake@alternativeedgexpd.com](#); [tiffhall@yahoo.com](#); [tiffhall@yahoo.com](#); [ats@teleport.com](#); [jerod@amoebainnovations.com](#); [aprilmurillo@amt66.com](#); [aprilmurillo@amt66.com](#); [aprilmurillo@amt66.com](#); [gogreen@andersenheating.com](#); [art@andersenmechanical.com](#); [andersonelectric@outlook.com](#); [mike@andersonsandblasting.com](#); [aevered@msn.com](#); [aevered@msn.com](#); [angela.minugh@comcast.net](#); [angela.minugh@comcast.net](#); [angela.minugh@comcast.net](#); [ducksoregon@aol.com](#); [nisha@anikintl.com](#); [asihler@pacifier.com](#); [jillian@apexcre.com](#); [mainoffice@areainc.net](#); [mainoffice@areainc.net](#); [benblake@agnw.us](#); [benblake@agnw.us](#); [april@severonevents.com](#); [iris@apwvbrands.com](#); [tomoehoribuchi@gmail.com](#); [tomoehoribuchi@gmail.com](#); [tomoehoribuchi@gmail.com](#); [tomoehoribuchi@gmail.com](#); [tomoehoribuchi@gmail.com](#); [lisa@aquastry.com](#); [lisa@aquastry.com](#); [lisa@aquastry.com](#); [info@arborcarenw.com](#); [info@archibaldrelocation.com](#); [info@arocktech.com](#); [info@arocktech.com](#); [arrakisprofsvcs@yahoo.com](#); [arrakisprofsvcs@yahoo.com](#); [arrakisprofsvcs@yahoo.com](#); [a.arriagaconstruction@gmail.com](#); [s.England@ascendingoptics.com](#); [s.England@ascendingoptics.com](#); [s.England@ascendingoptics.com](#); [s.England@ascendingoptics.com](#); [sphillips@aspindustries.com](#); [dive@astoriascuba.com](#); [dive@astoriascuba.com](#); [dive@astoriascuba.com](#); [andah@atlanticpetro.com](#); [brawncarolyn@gmail.com](#); [brawncarolyn@gmail.com](#); [manager.ecng@gmail.com](#); [manager.ecng@gmail.com](#); [slater@makeitavocado.com](#); [icwuscher@gmail.com](#); [sergie@ayhanconstruction.com](#); [jose@azuriconstruction.com](#); [jose@azuriconstruction.com](#); [bandbdumpruckservices@gmail.com](#); [budmassey45@yahoo.com](#); [stephen@malayasiqns.com](#)

Subject: HUB Notification - Solicitation #2020-9189 - Public Safety, Emergency Preparedness, Safety Equipment and Solutions

Date: Wednesday, December 30, 2020 10:54:00 AM

Attachments: [image004.png](#)
[image003.jpg](#)



Please let us know if you need any additional information.

Happy New Year!



www.omniapartners.com

USFR Compliance Questionnaire for RFP#2020-9189
Public Safety, Emergency Preparedness, Safety Equipment and Solutions

	<u>YES/NO</u>	<u>COMMENTS</u>
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads & Affidavits, PlanetBids
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Bidders List, Portland PlanetBids-Bidder List
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	RFP Document, Page 1
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	RFP Document
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	PlanetBids Time Stamped Responses Submission
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	N/A	N/A
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	YES	RFP Doc; 1.2, page 3
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	YES	Notice of Intent to Award
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	N/A	N/A

	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the IFB? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	Notice of Intent to Award
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	YES	RFP Evaluation Participation and Observation Agreement
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	RFP Document, 1 Overview, 1.1 Introduction
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	YES	

	<u>YES/NO</u>	<u>COMMENTS</u>
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	

For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test all such procurements.

10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	



PUBLIC SAFETY, PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS
Executive Summary

Lead Agency: Port of Portland

Solicitation: 2020-9189

RFP Issued: December 29, 2020

Pre-Proposal Date: January 12, 2021

Response Due Date: February 2, 2021

Proposals Received: # 4

Awarded to: Mallory Safety and Supply LLC, Contract # 159498

The Port of Portland issued RFP 2020-9189 on December 29, 2020, to establish a national cooperative contract for Public Safety, Emergency Preparedness, Safety Equipment and Solutions.

The solicitation included cooperative purchasing language in Sections I. Overview, National Contract (RFP Page2):

The Port of Portland, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Port of Portland is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Port of Portland website
- PlanetBids website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- The Herald-News, IL
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA

- Helena Independent Record, MT
- Kennebec ME Journal
- Las Vegas Review-Journal

On February 2, 2021 proposals were received from the following offerors:

- GenCore CAndeo, Ltd. DBA The Genesis Group
- Mallory Safety and Supply LLC
- Safeware, Inc.
- UWePort

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Mallory Safety and Supply LLC and proceeding with contract award upon successful completion of negotiations.

The Port of Portland, OMNIA Partners and Mallory Safety and Supply LLC successfully negotiated a contract, and the Port of Portland executed the agreement with a contract effective date of April 1, 2021.

Contract includes:

- Offering includes PPE, including all products from head-to-toe protection both ballistic and non-ballistic, head protection, eye and face, hearing, hand, body, foot, chemical/biological and explosives detection and disposal products including Total Containment Vessels (TCVs), robotic and examination tools utilizing video, X-Ray, ion and other electronic monitoring, water, and explosive disrupters.
- Diamond M Private Label is a direct-sourced safety product line and includes patented fall protection products, personal protection for hand, foot and eye, respiratory protection, hi-vis wear, traffic control and spill control.
- Offering 41% off the Mallory List Price for the Balance of Line and 10% discount off all customization services of any type.

Term:

Initial five-year agreement from April 1, 2021 through April 1, 2026 with the option to renew for two (2) additional one-year periods through April 1, 2028.



For pricing, please contact External-publiccontracting@omniapartners.com.

Please feel free to copy the text below for the request email.

Example Request:

To: External-publiccontracting@omniapartners.com

Subject: Pricing Request - Contract #159498, Mallory

Please provide current pricing for the above-referenced contract.

Thank you,

[Name]

[Agency]

CONTRACT NO. 159498

This number must appear
on all invoices



AMENDMENT NUMBER 2

PRICE AGREEMENT – GOOD AND SERVICES

Public Safety, Preparedness, Safety Equipment and Solutions

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

Mallory Safety and Supply LLC ("Provider")
3241 NW Industrial St
Portland, OR 97210

RECITALS

- A.** The parties entered into a Price Agreement effective April 7, 2021, (the "Contract") under which Provider provides public safety, preparedness, safety equipment and solutions (collectively the "Goods and Services") to the Port.
- B.** Amendment No. 1, executed on December 2, 2021, amended the Contract to delete section 4.2 Total Compensation in its entirety.
- C.** The parties now wish to amend the Contract as follows:
- 1.** Extend the term of the Contract for one additional year.

AGREEMENT

1 TERM

The Port exercises the first of two options to extend the Contract by one year. Provider has received or waives its right to notice of such exercise accordingly. Section 2 of the Contract is amended to provide that the expiration date is April 1, 2027.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 2, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 2 .

Provider:

Port:

Mallory Safety and Supply LLC

Port of Portland

By:

DocuSigned by:
Tim Loy
E25822FCC89D439...

By:

DocuSigned by:
Kim Alandar
979BD5F0783042A...

Print name:

Tim Loy

Print name:

Kim Alandar

As its:

President

As its:

Principal Procurement Specialist

Date signed:

12/9/2025

Date signed:

12/10/2025

Phone:

5033307660

Email:

tim.loy@mallory.com

CONTRACT NO. 159498

This number must appear
on all invoices



AMENDMENT NUMBER 3

PRICE AGREEMENT – GOOD AND SERVICES

Public Safety, Preparedness, Safety Equipment and Solutions

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

Mallory Safety and Supply LLC ("Provider")
3241 NW Industrial St
Portland, OR 97210

RECITALS

- A.** The parties entered into a Price Agreement effective April 7, 2021, (the "Contract") under which Provider provides public safety, preparedness, safety equipment and solutions (collectively the "Goods and Services") to the Port.
- B.** Amendment No. 1, executed on December 2, 2021, amended the Contract to delete section 4.2 Total Compensation in its entirety.
- C.** Amendment No. 2, executed on July 8, 2025, amended the Contract to extend the term of the Contract.
- D.** The parties now wish to amend the Contract as follows:
- 1.** Extend the term of the Contract for one additional year.

AGREEMENT

1 TERM

The Port exercises the second of two options to extend the Contract by one year. Provider has received or waives its right to notice of such exercise accordingly. Section 2 of the Contract is amended to provide that the expiration date is April 1, 2028.

2 **INTEGRATION**

Except as expressly provided otherwise by this Contract Amendment Number 3, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

3 **AUTHORITY OF SIGNERS**

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 3 .

Provider:

Port:

Mallory Safety and Supply LLC

Port of Portland

By:

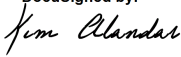
DocuSigned by:



E25822FCC89D439...

By:

DocuSigned by:



979BD5F6783042A...

Print name: Tim Loy

Print name: Kim Alandar

As its: President

As its: Principal Procurement Specialist

Date signed: 7/9/2026

Date signed: 7/10/2026

Phone: 503-330-7660

Email: tim.loy@mallory.com

CONTRACT NO. 159498

This number must appear
on all invoices

**PORT OF PORTLAND
AMENDMENT NUMBER 1
PRICE AGREEMENT – GOODS AND SERVICES
Public Safety, Preparedness, Safety Equipment and Solutions**

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

Mallory Safety and Supply LLC ("Provider")
3241 NW Industrial St
Portland, OR 97210

RECITALS

- A.** The parties entered into a Price Agreement effective April 7, 2021, (the "Contract") under which Provider provides public safety, preparedness, safety equipment and solutions (collectively the "Goods and Services").
- B.** The parties now wish to amend the Contract as follows:
- 1.** Delete Section 4.2 Total Compensation.

AGREEMENT

1 COMPENSATION

Section 4 of the Contract is amended to delete section 4.2 Total Compensation in its entirety.

2 INTEGRATION

Except as expressly provided otherwise by this Contract Amendment Number 1, all provisions of the Contract, as it may have been previously amended, shall remain in effect.

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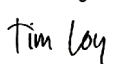
3 AUTHORITY OF SIGNERS

The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Contract Amendment Number 1.

Provider:

Mallory Safety and Supply LLC

By:

DocuSigned by:

E25822FCC89D439...

Print name: Tim Loy

As its: President

Date signed: 12/1/2021

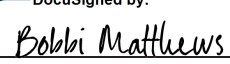
Phone: 5033307660

Email: tim.loy@mallory.com

Port:

Port of Portland

By:

DocuSigned by:

052FD30738F4479...

Print name: Bobbi Matthews

As its: Director, Administrative Services

Date signed: 12/2/2021

Port of Portland

Contract # 159498

for

Public Safety, Preparedness, Safety Equipment and Solutions

with

Mallory Safety and Supply LLC

Effective: April 1, 2021

The following documents comprise the executed contract between the Port of Portland and Mallory Safety and Supply LLC, effective April 1, 2021:

- I. Vendor Contract – Price Agreement: Goods & Services
- II. Supplier's Response to the RFP, incorporated by reference

Contract No. 159498
This number must appear
on all invoices

PORT OF PORTLAND

PRICE AGREEMENT – GOODS & SERVICES

Public Safety, Preparedness, Safety Equipment and Solutions.

Parties: Port of Portland ("Port")
P.O. Box 3529
Portland, Oregon 97208

Mallory Safety and Supply LLC ("Provider")
3241 NW Industrial St
Portland, OR 97210

RECITALS

- A.** The Port issued a Request for Proposals, No. 2020-9189 (the "Solicitation"), inviting offers from potential providers for Public Safety, Preparedness, Safety Equipment and Solutions.
- B.** Provider submitted an offer in response to the Solicitation, offering to provide the item or items described on the attached Schedule 1, Pricing, collectively the ("Goods & Services") under the terms and conditions of this Price Agreement (the "Contract").
- C.** The Port evaluated all offers and selected Provider as a provider for the Goods and Services.
- D.** The Port of Portland has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the Contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program.

AGREEMENT

1 NATURE OF CONTRACT

1.1 This Contract is for Provider's supply of the Goods and Services to the Port, on an as-required basis upon the Port's order. The Port does not guarantee the purchase of any specific quantity of Goods under this Contract and reserves the right to order similar goods and services from other suppliers if it is in the Port's best interests to do so.

1.2 Similar items purchased but not listed Schedule 1 shall be supplied at a minimum 41% discount from Provider's published list(s) price for goods and a 10% discount for Services.

2 TERM

The term of this Contract shall commence on April 1, 2021 or the date that this Contract is fully executed by both parties, whichever is later, and shall expire on April 1, 2026, unless sooner terminated under the provisions of this Contract. The Port shall have 2 options, exercisable sequentially and unilaterally by the Port, in its sole discretion, to extend the term of this Contract for one year at a time. The Port may exercise an option to extend the term by giving Provider written notice no later than fourteen calendar days prior to the then-current expiration date. Expiration of the Contract term does not excuse Provider's duty to deliver Goods and Services that were ordered prior to expiration. The Provider shall have the right to enter local "service" agreements with Participating Public Agencies ("PPA") accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven (7) years.

3 PROVIDER'S OBLIGATIONS

Provider's obligations under this Contract include, but are not limited to, the following:

3.1 To sell, furnish, and deliver the Goods and Services anywhere the Port may designate within the greater Portland, Oregon metropolitan area, FOB destination, as specified in the attached Schedule 1, Pricing, and Attachment A, Specifications upon Provider's receipt of an authorized order from the Port.

3.2 To submit reports of all sales activity under this Contract, including descriptions, quantities supplied, and prices charged, in an MS Excel spreadsheet format to the Port's Manager of Contracts and Procurement upon request; and

3.3 To provide the Port's Contract Administrator for this Contract, Bobbi Matthews,, 503-415-6590, Bobbi.Matthews@portofportland.com a minimum of two (2) contact names for Provider including 24 hour-accessible phone numbers (office, home, cellular and/or pager), with full authority to make all necessary shipping arrangements for Goods. The Port will identify the Port representatives which are authorized to place orders against this Contract.

3.4 To comply with all federal, state, and local laws, regulations, and ordinances applicable to this Contract or to Provider's obligations under this Contract, as they may be adopted or amended from time to time.

4 COMPENSATION

4.1 Basis of Compensation

The Port will pay for Goods & Services on a price-per-unit basis, as set forth on Schedule 1. Provider acknowledges that such prices include all delivery costs, tariffs, import charges, duties, and all local, State or Federal taxes required to deliver the Goods & Services in accordance with this Contract.

4.2 Total Compensation

The total compensation payable under this Contract shall not exceed \$100,000.00 per contract year without a written amendment signed by authorized representatives of both parties.

5 PAYMENT

Payment will be made within 30 days of receipt of a properly completed invoice delivered pursuant to an authorized order under this Contract. Provider shall include the Contract number on all invoices and shall submit invoices to Accounts Payable, Port of Portland, PO Box 3529, Portland, OR 97208. Invoices may also be submitted to Accounts Payable via email to portinvoices@portofportland.com.

6 DUTY TO INFORM

Provider shall give prompt written notice to the Port if, at any time during the performance of this Contract, Provider becomes aware of actual or potential problems, faults, or defects in the Goods, any non-conformance with the Contract, or with any federal, state, or local law, rule, or regulation, or has any objection to any decision or order made by the Port. Any delay or failure on the part of the Port to provide a written response to Provider shall constitute neither agreement with nor acquiescence in Provider's statement or claim and shall not constitute a waiver of any of the Port's rights.

6.1 Representations and Warranties

All express and implied warranties that are applicable to goods under ORS Chapter 72 apply to Goods delivered under this Contract. Provider represents and further warrants to the Port that:

6.1.1 the Goods will conform to the specifications set forth in this Contract and be free from material defects;

6.1.2 the Goods will comply with all applicable federal health and safety standards; and

6.1.3 Provider has good title to the Goods, and that Provider conveys the Goods to the Port free from any restriction or condition, and free from any encumbrance, including but not limited to any security interest or lien. Provider will defend title to the Goods against the rightful claim of any person.

The warranties specified in this Section 6.1 are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties are cumulative and shall be interpreted broadly to give the Port the greatest warranty protection available.

6.2 Manufacturer Warranties

At no charge to the Port, Provider shall transfer or cause the transfer of all manufacturers' warranties for Goods and component parts, if any, to the Port for the Port's benefit when Provider delivers Goods to the Port. If a conflict or inconsistency exists between a manufacturer's warranty and Provider's warranty, the warranty that provides the greatest benefit and protection to the Port shall prevail.

7 INDEMNIFICATION

Provider shall indemnify, defend, reimburse, and hold harmless the Port and the Port's commissioners, officers, employees, and agents for, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including without limitation reasonable attorney fees, accountant fees, paralegal fees, expert witness fees, escrow fees, fines, environmental costs, and penalties resulting from, arising out of, or in any way connected with the acts or omissions of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

8 DAMAGE TO PORT PROPERTY

Provider shall fully compensate the Port for harm to the Port's real or personal property caused by the acts or omissions, negligent or not, of Provider or Provider's partners, directors, officers, employees, subcontractors, invitees, or agents under this Contract.

9 INSURANCE

9.1 Liability Insurance

Provider shall maintain occurrence form commercial general liability and automobile liability insurance for the protection of Provider, the Port, its commissioners, employees, and agents. Coverage shall include personal injury, bodily injury, including death, and broad form property damage, including loss of use of property, occurring during or in any way related to Provider's operations, in an amount not less than \$1,000,000 combined single limit per occurrence. Such insurance shall reference the Contract number and shall name the Port, its Commissioners, employees, and agents as additional insureds.

9.2 Workers' Compensation Coverage; Employers' Liability Coverage

Provider shall maintain workers compensation and employers' liability coverage for all Provider's employees who are subject to Oregon's Workers' Compensation statute (and/or Provider's domicile state, if different), either as a carrier-insured employer or as a self-insured employer as provided by ORS 656.407. If Provider's domicile state is a monopolistic state, employers stop gap liability insurance may be substituted for employers' liability coverage

9.3 Certificates

9.3.1 Certificates Required

Prior to full execution of this Contract, Provider shall furnish the Port with:

- a)** certificates referencing this Contract (by number, if known), coverage dates, amount, and type of insurance required by this Contract; and
- b)** a copy of the endorsement or policy provision providing additional insured status under the commercial general liability and automobile liability policies.

9.3.2 Certificate Management; Notice Requirement

When the period of Provider's performance under this Contract exceeds the coverage period stated on a certificate, prior to the certificate expiration date Provider or its insurer must furnish updated certificates demonstrating continuous coverage. Provider or its insurer must give the Port not less than thirty (30) days' written notice before cancellation, non-renewal, or material change of any policy (except ten (10) days for non-payment of premium).

10 BREACH OF CONTRACT

10.1 Generally

Provider acknowledges that its breach of its obligation to deliver promised quantities of Goods within the time periods set forth in this Contract may result in curtailment or cessation of critical Port operations, and that such curtailment or cessation may cause substantial harm to the Port including without limitation incidental and consequential damages

10.2 Cure; Remedies

Provider must cure any breach of this Contract within the shortest reasonable time after Provider first has actual notice of the breach or the Port notifies Provider of the breach, whichever is earlier. If Provider fails to cure a breach in accordance with this subsection, the Port may exercise one or more of the following remedies:

10.3 Substitute Goods

The Port may terminate that part of this Contract affected by the breach upon written notice to Provider, may obtain substitute goods in a reasonable manner, and may recover from Provider the amount by which the price for those substitute goods exceeds the price for the terminated Goods.

10.4 Suspension of Orders

Pending a decision to terminate all or part of this Contract under this Section, the Port may unilaterally order Provider to suspend all or part of the ordered Goods. If the Port terminates all or part of this Contract after such a suspension, Provider shall be entitled to compensation only for Goods accepted by the Port and delivered as required by this Contract prior to the date of termination but not for any Goods delivered after the Port-ordered suspension date. If the Port suspends certain orders and later requires Provider to resume the delivery of those Goods, Provider shall be entitled to reasonable damages incurred, if any, as a result of the suspension.

10.5 Default

If the breach is material, the Port may declare Provider in default, and the Port may pursue any remedy available for a default.

10.6 Recovery of Amounts Due for Breach

To recover any amounts Provider owes to the Port due to Provider's material or non-material breach of this Contract, the Port may withhold such amounts from any Port payments to Provider, including but not limited to payments made under this Contract or under any other agreement between the parties. Provider's default under this Contract will be, at the Port's option, a default under any other agreement between the parties.

10.7 Contractual Remedies Not Exclusive

The Port shall have all remedies available to the Port under this Contract, at law, and in equity, including reasonable attorneys' fees and costs incurred in any action to enforce the Port's rights under this Contract. All available remedies are cumulative and may be exercised singularly or concurrently.

11 TERMINATION FOR CONVENIENCE

The Port may terminate all or part of this Contract at any time for its own convenience by written notice to Provider. Upon termination under this Section, Provider shall be entitled to compensation for all Goods & Services delivered to and accepted by the Port prior to Provider's actual notice of the termination or the receipt of the written notice of termination, whichever is earlier, plus Provider's reasonable costs actually incurred in closing out the Contract. Provider shall not be entitled to compensation for any Goods & Services ordered but not yet delivered and accepted by Port prior to Provider's actual notice of the termination or receipt of written notice of termination, unless Provider gives written notice at time of order that the Goods or Services are custom manufactured for the Port and not suitable for any other purpose.

12 STATUTORILY-REQUIRED PROVISIONS

12.1 Taxes

Provider represents and warrants that Provider has complied with the tax laws of the State of Oregon or a political subdivision of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318. Provider covenants that Provider will continue to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon during the term of this Contract. Provider's failure to comply with the tax laws of the State of Oregon or a political subdivision of the State of Oregon before Provider executed this Contract or during the term of this Contract will be a default for which the Port may terminate the Contract and seek damages and other relief available under the terms of this Contract and under applicable law. [Required by ORS 279B.045]

12.2 Payment for Labor or Material

As a condition of this Contract, Provider shall make payment promptly, as due, to all persons supplying to Provider labor or material for Provider's performance under this Contract. [Required by ORS 279B.220(1)]

12.3 Contributions to the Industrial Accident Fund

As a condition of this Contract, Provider shall pay all contributions or amounts due the Industrial Accident Fund from Provider or Provider's subcontractor incurred in the performance of this Contract. [Required by ORS 279B.220(2)]

12.4 Income Tax Withholding

As a condition of this Contract, Provider shall pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. [Required by ORS 279B.220(4)]

12.5 Workers' Compensation

As a condition of this Contract, all subject employers performing services under this Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [Required by ORS 279B.230(2)]

12.6 Medical Care for Employees

As a condition of this Contract, Provider shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Provider, of all sums that Provider agrees to pay for such services and all moneys and sums that Provider collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for such services. [Required by ORS 279B.230(1)]

12.7 Liens and Claims Prohibited

As a condition of this Contract, Provider shall not permit any lien or claim to be filed or prosecuted against the Port, the state, any county, any school district, any municipality, any municipal corporation, or any subdivision thereof, on account of any labor or material furnished. [Required by ORS 279B.220(3)]

13 MISCELLANEOUS PROVISIONS

13.1 Time of Essence

Time is of the essence with respect to all dates and time periods in this Contract.

13.2 Contingencies

Neither party will be responsible for failure to perform the party's obligations under this Contract due to contingencies beyond the party's reasonable control, including but not limited to earthquakes, floods, tornadoes, and other acts of nature, fires, epidemics, wars, riots, revolutions, acts of civil or military authorities, sabotage, or nuclear incidents. If any obligation of a party will be delayed by a contingency, the party will promptly notify the other party. Each party will use commercially reasonable efforts to remove the contingency as soon as practicable.

13.3 Law of Oregon; Venue

ORS 15.320 provides that Oregon law applies to this Contract. The parties also agree that Oregon law applies to this Contract, even if ORS 15.320 is determined to be inapplicable or invalid, without reference to any conflict of laws provision that would call for the application of the law of any other jurisdiction. Any suit, action, or other proceeding arising out of or related to this Contract shall only be brought in a state or federal court located in Multnomah County, Oregon, which court's jurisdiction shall be exclusive. To the fullest extent permitted by applicable law, Provider shall be deemed to have irrevocably waived any objections to personal jurisdiction, venue, and objections based on forum non convenience, and further agrees to appear and submit to the jurisdiction of such courts in connection with any suit, action or other proceeding arising out of or related to this Contract.

13.4 Successors and Assigns

This Contract shall bind the parties and their permitted assignees.

13.5 Provider Identification

Provider shall furnish to the Port Provider's employer identification number, as designated by the Internal Revenue Service.

13.6 No Waiver of Legal Rights

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

13.7 Modification

This Contract may be modified only by a writing signed by both parties. No oral modification shall be effective.

13.8 Attorney Fees

The prevailing party on a claim shall be entitled to reasonable attorney fees with respect to the claim at trial and on appeal in an action brought with respect to this Contract.

13.9 Permissive Cooperative Procurement Allowed

Other public contracting agencies may establish contracts or price agreements under the terms, conditions, and prices of this Contract. Provider agrees to extend the terms, conditions, and prices of this Contract to any purchasing contracting agency, as that term

is defined at ORS 279A.200 (1)(h). Contracts or price agreements between Provider and purchasing public contracting agencies are entirely independent of and have no effect upon this Contract.

13.10 Counterparts, Execution, Electronic Signatures

This Contract may be executed in counterparts. This Contract may be executed using original signatures, facsimile signatures, or only with the Port's prior approval, Electronic Signatures as defined in the Electronic Signatures in Global and National Commerce Act, that can be authenticated. Under ORS 84.014, Provider's consent is not required for this Contract to be executed using Electronic Signatures. Even if ORS 84.014 is determined to be inapplicable or invalid, Provider grants such consent.

13.11 Integration

This Contract contains the entire agreement between the parties regarding the subject matter of this Contract and supersedes all prior written or oral discussions or agreements regarding the subject matter of this Contract.

13.12 Attachments

Any exhibits, schedules, and other attachments referenced in this Contract are part of this Contract.

13.13 Authority of Signers

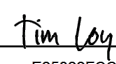
The individuals signing below warrant that they have full authority to execute this Contract on behalf of the party for which they sign.

[Signature page follows]

Provider:

Mallory Safety and Supply LLC

By:

DocuSigned by:

E25822FCC89D439...

Print name: Tim Loy

As its:

President

Date
signed:

3/31/2021

Phone:

3605013249

Email:

tim.loy@mallory.com

Port:

Port of Portland

By:

DocuSigned by:

9D6CFD3972E04AA...

Print name:

Timolin Abrom

As its:

Contracts and Procurement Mgr.

Date
signed:

4/7/2021

Approved as to legal sufficiency for the
Port of Portland

DocuSigned by:

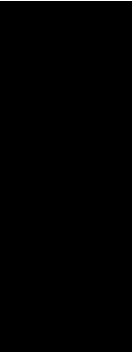
Counsel for the Port of Portland

Schedule 1-Pricing

Item Number	Manufacturer	Manufacturer Part Number	Supplier Number	Description	Category	UOM	Annual Usage	Manufacturer Part Number2	UOMS	Price List Title	Price List Page	Discount Offered (%)	Net Price After Discount
1	Natroln Towellette Co., Inc.	80125	NTW 80125	FlexW pad s reflect Wt wss, 125 wss per case, 6 can size x 6 case	Decorant mat on Equip ment	CS	359382	80125	CS	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Net natl Towellette Co., Inc. Page 1		
2	Germes Co po at on	PMS0515-G-0A2	RFP PMS0515-G-0A2	Pu efflu ESM FFSO PAHP, Complete	Med cal	EA	13500	PMS0515-G-0A2	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Germes Co po at on Page 1		
3	Gm sept	G01400	INN G01400	Ge m cept TSK Alcohol Mult Pu posse W pe	Decorant mat on Equip ment	CS	22289	G01400	CS/24	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ge m cept Page 1		
4	3M	8293	MMM 8293	CroFlow Pa tulate Reap, To PU00, 20 pc case	Pe sonal P ctive Equip ment	CS	3664	8293	CS/20	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa 3M Page 275		
5	Auron P oject on Systems	70505-188	AVO 70505-188	CSD APR Assembly, Ten Po I MED	Pe sonal P ctive Equip ment	EA	25400	70505-188	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Auron P oject on Systems Page 4		
6	Zo e Waste	29-006	ZR 29-006	Zo e Waste S stage I re - pack 1/2	Related P oducts	PK	37800	29-006	PK/APCS	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Zo e Waste Page 1		
7	Nat onal Towellette Co., Inc.	20075	NTW 20075	Flex W pad s reflect Wt wss, 125 wss per case, 6 can size x 6 case	Decorant mat on Equip ment	CS	20000	20075	CS	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Nat onal Towellette Co., Inc. Page 1		
8	Auron P oject on Systems	72602-2	AVO 72602-2	CIRNCSO CBRI P oject w Mat Be [each]	Pe sonal P ctive Equip ment	EA	15169	72602-2	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Auron P oject on Systems Page 15		
9	Zo e Waste	29-010	ZR 29-010	Zo ewate 100 up thre	Related P oducts	EA	37800	29-010	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Zo e Waste Page 1		
10	Germes Co po at on	PM0004-KNA-03	RFP PM0004-KNA-03	Pu efflu 3000 PAHP, Open Fr am, TyhenQC	Med cal	EA	1000	PM0004-KNA-03	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Germes Co po at on Page 1		
11	Sin this Detecton, Inc.	029-1005-72	SMI 029-1005-72	HauMDRIE IE Command Package	Te o sm Inc dent P oment on Equip ment	EA	11	029-1005-72	EA/PACKAGE	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Sin this Detecton, Inc. Page 1		
12	Adan Systems Inc.	ADAN21 DV.00.00-07	EAD AN21 DV.00.00-07	Compa Full Body X-Ray Scame , Dual	Inspect on and Se wn ng Systems	EA	4	ADAN21 DV.00.00-07	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Adan Systems, Inc. Page 1		
13	Ray Systems	WE018-110100-056079-0011	RAT WE018-110100-056079-0011	Zr ewate 1 LineTee I re - pack 1/2	Inspect on and Se wn ng Systems	EA	9	WE018-110100-056079-0011	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ray Systems w elses Page 1		
14	3M	29-010	ZR 29-010	Zo ewate 1 LineTee I re - pack 1/2	Related P oducts	PK	37800	29-010	PK/2PCS	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa 3M Page 1		
15	Auron P oject on Systems	70505-187	AVO 70505-187	CSD APR Assembly, Ten Po I CGA	Pe sonal P ctive Equip ment	EA	1613	70505-187	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Auron P oject on Systems Page 1		
16	FL R Systems, Inc.	700519RELK	FLR 700519RELK	FLR SkyWatch 2P-MD Model 15	Phys Sci Secy En hancemen Equip ment	EA	3	700519RELK	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa FL R Systems, Inc. Page 1		
17	Auron P oject on Systems	72606-3	AVO 72606-3	CYSDS R-Agent Fr te kja	Pe sonal P ctive Equip ment	CS	2156	72606-3	EA/NRPK	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Auron P oject on Systems Page 15		
18	Gm cept	G01402	INN G01402	Ge m cept TSK Alcohol Mult Pu posse W pe	Decorant mat on Equip ment	CS	17407	G01402	EA/22	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Gm cept Page 1		
19	Germes Co po at on	PMS0515-G-0AS	RFP PMS0515-G-0AS	Pu efflu ESM FFSO PAHP, Complete	Med cal	EA	300	PMS0515-G-0AS	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Germes Co po at on Page 1		
20	Ico Technology es	CAI-MNN	KCO CAI-MNN	M-CALIBER Robot SWART Robot	Explos ve Dev co M t get on Barmet on Equip ment	EA	3	CAI-MNN	ea	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ico Technology es Page 1		
21	3M	8293	MMM 8293	CroFlow Pa tulate Reap, To PU00, 20 pc case	Pe sonal P ctive Equip ment	CS	3664	8293	CS/160	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa 3M Page 1576		
22	Zo e Waste	29010-NF	ZERO 29010-NF	20 Cup P tchre only	Related P oducts	EA	27000	29010-NF	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Zo e Waste Page 1		
23	Ray Systems	WE018-111011-056079-0011	RAT WE018-111011-056079-0011	A welpa P o Gamma RK	Detact on Equip ment	EA	6	WE018-111011-056079-0011	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ray Systems w elses Page 1		
24	Quem Tech USA, Inc.	8000000000	QTS 8000000000	Quem Tech USA, Inc. 25 ft m, WH No XL, 25 pc case	Pe sonal P ctive Equip ment	EA	1	80000000	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Quem Tech USA, Inc. Page 1		
25	Vo back Matte Al Co p.	8E75-M5-51	RETS-M5-51	Complete Reuse/Inte Y Team System	Intro ope able Commu cat on Equip ment	EA	11		EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Vo back Matte Al Co p. Page 1		
26	Auron P oject on Systems	70505-156	AVO 70505-156	CSD F t Response 1 Ref Coe	Pe sonal P ctive Equip ment	EA	776	70505-156	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Auron P oject on Systems Page 4		
27	JBC Safety	857000213M464	SAT 857000	T fll Coe On, O 28, 2 Ref Coe s	CBRNE Log cal Suppo Y Equip ment	EA	2300	086-17C0311	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa JBC Safety Page 1		
28	M t ne Safety Appl ances Co.	001318626	MSA 001318626	Galaxy GSD Autmatc Test System	CBRNE Log cal Suppo Y Equip ment	EA	172	001318626	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa M t ne Safety Appl ances Co. Page 35		
30	3M	TR-300N ECK	MMM TR-300N ECK	3M Ve safts Easy Clean PAHP K t	Med cal	EA	291	TR-300N ECK	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa 3M Page 2041		
31	Ray Systems	CO3-0942-000	RAE CO3-0942-000	MuR RAE O2 Semo	Detact on Equip ment	EA	1478	CO3-0942-000	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ray Systems so table Page 8		
32	Co vates P oducts	23638	CRB 23638	Co vTe Waste Hand San Iz, 5 gale	Related P oducts	CS/300	1800612	23638	CS/300	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Co vates P oducts Page 1		
33	Quem Tech USA, Inc.	8000000000	QTS 8000000000	Quem Tech USA, Inc. 25 ft m, WH No XL, 25 pc case	Detact on Equip ment	EA	7	80000000	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Quem Tech USA, Inc. Page 1		
34	DuPont	TP1318T0K0000200	DWP TP1318T0K00002000	Tychem The mosp o Cove all, O angle, 2X	Pe sonal P ctive Equip ment	EA	1208	TP1318T0K00002000	2/cu	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa DuPont Page 32		
35	Auron P oject on Systems	70505-189	AVO 70505-189	CSD APR Assembly, Ten Po I 15ML	Pe sonal P ctive Equip ment	EA	90	70505-189	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Auron P oject on Systems Page 4		
36	Co vates P oducts	23670	CRB 23670	Ant-Bacte d Hand San Iz, Te Waste less	Related P oducts	CS/1	10880	23670	CS/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Co vates P oducts Page 1		
37	Thom Wende	TLB-WH	TWW TLB-WH	INTL SNT Test cal, w/ 150	Intro vent on Equip ment	EA	1	TLB-WH	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Thom Wende Page 1		
38	DuPont	TP1318T0K0000200	DWP TP1318T0K00002000	Tychem The mosp o Cove all, O angle, 2X	Pe sonal P ctive Equip ment	EA	1156	TP1318T0K00002000	2/cu	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa DuPont Page 32		
39	Honeywell Safety P oducts	53909HS	UVS 53909HS	Stea th Gogale w/Netd osh eld, Clear Lens	Pe sonal P ctive Equip ment	PK	32985	53909HS	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Honeywell Safety P oducts Page 130		
40	Kapsle	F5H62-91 LG/LN	KAP F5H62-91 LG/LN	F end te 500, Level A Su, LG/LN	Pe sonal P ctive Equip ment	EA/1	647	F5H62-91 LG/LN	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Kapsle Page 1		
41	Germes Co po at on	PF3000-03-022	MMM 8220V	MMM 8220V	Pe sonal P ctive Equip ment	EA	14210	PF3000-03-022	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Germes Co po at on Page 35		
43	3M	8511	MMM 8511	Reap auto 2 Disposable, N95 w/Valve, B511	Pe sonal P ctive Equip ment	CS	3767	8511	CS/80	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa 3M Page 275		
44	Auron P oject on Systems	70505-156	AVO 70505-156	CSD F t Response 1 Ref Coe	Pe sonal P ctive Equip ment	EA	2388	70505-156	EA/480	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Auron P oject on Systems Page 1		
45	3M	9205	MMM 9205	Au s Pa tulate Reap auto, N95	Pe sonal P ctive Equip ment	CS	223000	9205	CS/160	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa 3M Page 3200		
46	Combat Supp L LC	FC3-330-EVBR-DUAL RISER/QUAD I	CSF FC3-330-EVBR-DUAL R SER/QUAD I	Foam Cha t B f fl ght fmg	Pe sonal P ctive Equip ment	EA	2	FC3-330-EVBR-DUAL R SER/QUAD I	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Combat Supp L LC Page 1		
47	Amber Dugap LLC	12400	KAM 12400	Self-Heat ng Emegency Goggles 12/Cs	CBRNE Log cal Suppo Y Equip ment	CS	2302	12400	cs (12)	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Amber Dugap LLC Page 1		
48	Adan Systems Inc.	ADAN21 DV.00.00-03	EAD AN21 DV.00.00-03	Adan, Bagls on GMD Test System	Inspect on and Se wn ng Systems	EA	9	ADAN21 DV.00.00-03	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Adan Systems, Inc. Page 1		
49	G Lte he B eauthables	UL12204-04 XL	FRO UL12204-04 XL	Men's Ur t w 4-nd Re s, Ur t, Ur t, XL	Related P oducts	EA	12003	UL12204-04 XL	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa G Lte he B eauthables Page 1		
50	L3H Technologies	PATROLCSM7	ZAN PATROLCSM7	Pat ocs m-7 Se wd O ve T a n ng	Related P oducts	EA	2	PATROLCSM7	EA/BASE MODEL	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa L3H Technologies Page 1		
51	T ake Inc.	MMS-2053-E	TRA MMS-2053-E	2002072017 ght ge used Mo G w/ e	CBRNE Inc dent Response Vels	EA	2	m-2053-e	ea	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa T ake Inc. Page 1		
52	Quem Labor at es, Inc.	8000000000	ZAN 8000000000	Quem Labor at es, Inc. 25 ft m, WH No XL, 25 pc case	Related P oducts	EA	42846	80000000	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Quem Labor at es, Inc. Page 1		
53	Ray Systems	M002-1111-111	RAE M002-1111-111	QRAE 3 Pumped CABLE1/H2S / CO / O2 -	Detact on Equip ment	EA	454	M002-1111-111	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ray Systems so table Page 5		
54	Un ted Sh eld Inte nat onal, LLC	PA561-BA-4079AD-BOA	US PAS61-BA-4079AD-BOA	PST SC6500 w/ 40 pads and ULS semo	Intro vent on Equip ment	EA	961	PST SC6500	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Un ted Sh eld Inte nat onal, LLC Page 1		
55	Ray Systems	CO3-0913-000	RAE CO3-0913-000	Combu hst catalyze chowd NLI semo	Detact on Equip ment	EA	600	CO3-0913-000	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ray Systems so table Page 2		
56	Ray Systems	WE018-110101-056079-0011	RAT WE018-110101-056079-0011	A welpa P o Gamma RK	Detact on Equip ment	EA	1	WE018-110101-056079-0011	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ray Systems w elses Page 1		
57	DuPont	TP1312SWH002002500	DWP TP1312SWH0020025000	Tychem Cove all Hood & Boots, Wh te, 2X	Pe sonal P ctive Equip ment	EA	35777	TP1312SWH0020025000	25/cu	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa DuPont Page 1		
58	Ansell Edmont	Y123-1-92-132-04	ANS Y123-1-92-132-04	Ans Y123-1-92-132-04	Pe sonal P ctive Equip ment	CS	11375		CS/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ansell Edmont Page 1		
59	DuPont	TP1312SWH002002500	DWP TP1312SWH0020025000	DuPont Tychem Hood & Boots	Pe sonal P ctive Equip ment	EA	35777	TP1312SWH0020025000	25/cu	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa DuPont Page 1		
60	DuPont	TP1312SWH002002500	DWP TP1312SWH0020025000	F end te 500, Level A Su, 2X/3X	Pe sonal P ctive Equip ment	EA/1	130	TP1312SWH0020025000	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa DuPont Page 2		
61	DuPont	TP1312SWH002002500	DWP TP1312SWH0020025000	Tychem Cove all Hood & Boots, Wh te, XL	Pe sonal P ctive Equip ment	EA	36039	TP1312SWH0020025000	25/cu	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa DuPont Page 5		
62	ENG Global LLC	44014	SFW 44014	Defuse Un ve sal Gm Mask BagBlack	Pe sonal P ctive Equip ment	EA	5557	44014	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa ENG Global LLC Page 1		
63	Auron P oject on Systems	70505-689-2	AVO 70505-689-2	PCSD Enfoe Cu t MED	Pe sonal P ctive Equip ment	EA	540	70505-689-2	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Auron P oject on Systems Page 4		
64	Ray Systems	WE018-110101-056079-0011	RAT WE018-110101-056079-0011	A welpa P o Gamma RK	Detact on Equip ment	EA	1	WE018-110101-056079-0011	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Ray Systems w elses Page 1		
65	DuPont	TP1318T0K0000200	DWP TP1318T0K00002000	Tychem The mosp o Cove all, O angle, 3X	Pe sonal P ctive Equip ment	EA	658	TP1318T0K00002000	2/cu	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa DuPont Page 32		
66	M t ne Safety Appl ances Co.	818342	MSA 818342	FLEX-FLTER PADS F100 F100	Pe sonal P ctive Equip ment	PK	19321	818342	PK/2	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa M t ne Safety Appl ances Co. Page 39		
67	Sin this Detecton, Inc.	029-1005-Y1	SMI 029-1005-Y1	HauMDRIE IE Command 5 gale Demand	Detact on Equip ment	EA	3	029-1005-Y1	EA/PACKAGE	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Sin this Detecton, Inc. Page 1		
68	DuPont	TP1312SWH002002500	DWP TP1312SWH0020025000	Tychem Cove all, 2 ft m, WH te	Pe sonal P ctive Equip ment	EA	36613	TP1312SWH0020025000	25/cu	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa DuPont Page 1		
69	Adan Systems Inc.	COMPASS DV	ADN COMPASS DV	Patented Technology T amon s on X-Ray	Inspect on and Se wn ng Systems	EA	1	COMPASS DV	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Adan Systems, Inc. Page 1		
70	B e Inst uments	003075-003 FC	BEI 003075-003 FC	Second 5 g MS, flt Conf g at on	Te o sm Inc dent P oment on Equip ment	EA	2	003075-003 FC	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa B e Inst uments Page 1		
71	Jamco Inc, LLC	656A-0	KAP 656A-0	Explos ve Dev co M t get on Barmet on Equip ment	CBRNE Log cal Suppo Y Equip ment	EA/1	3980	656A-0	EA/1	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Jamco Inc, LLC Page 1		
72	ADS, Inc.	ME0020051	MED 00020051	ESG Helmet Pad, OI w d	Explos ve Dev co M t get on Barmet on Equip ment	EA	10	MED 00020051	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa ADS, Inc. Page 1		
73	Gemany Inc Fo me by LMADCO	113005-00	FLAD 113005-00	100X-MAG w/ WIRELESS-105-1	CBRNE Ope at onal and Sc d and Rescue Equip ment	EA	11	113005-00	EA	Mally v l et P co p ca f fa 1/1/2021	Maly v l et P co f fa Gemany Inc Fo me by LMADCO Page 1		
74	FL R Systems, Inc.	516LE8											

Schedule 1-Pricing

108	Rae Systems	MCB3-A3C1REZ-420	RAE MCB3-A3C1REZ-420	Multi RAE P o, LEL, CO, H2S, O2, Gamma,	Detect on Equip ment	EA	22	MCB3-A3C1REZ-420	EA/1	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Rae Systems Po table Page 7
109	Kask Ame ca Inc.	WHE00032.201	KAS WHE00032.201	Zen th.H V z Helmet, Wh te	Pe sonal P ollect ve Equip ment	EA	1237	WHE00032.201	EA/1	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Kask Ame ca Inc. Page 1
110	3M	8212	MMM 8212	8212 Weld ng Pa tulate Resp ato , N95	Pe sonal P ollect ve Equip ment	CS	5628	8212	CS/80	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le 3M Page 274
111	FL R Systems, Inc.	103-032-0002	FLUR 103-032-0002	G ffn GS10 F lld Ready K t	Detect on Equip ment	EA	1	103-032-0002	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le FL R Systems, Inc. Detect on and Su ve llancePage 1
112	Un ted Sh eld Inte nat onal, LL	ACH- MICH MIL-MIDCUT- IIA-CYTEL	USI ACH- MICH MIL-MIDCUT-IIIA-CYTELG-BOA	ACH- MICH MIL Helmet, MID CUT - Coyote -	Inte vent on Equip ment	EA	365	ACH-MICH	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Un ted Sh eld Inte nat onal, LL Page 1
113	Avon P ollect on Systems	602240	AVO 602240	Vo ce P oject on Un t- fo FMS4	Pe sonal P ollect ve Equip ment	EA	329	602240	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Avon P ollect on Systems Page 15
114	Tact cal Elect on cs	CORE UDC- 4 CAMERA VERSION	TAC CORE UDC- 4 CAMERA VERSION	CORE Unde Doo Came a [UDC] 4 Cam K t	CBRNE Ope at onal and Sea ch and Rescue Equip ment	EA	7	CORE UDC- 4 CAMERA VERSION	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Tact cal Elect on cs Page 1
115	3M	2091	MMM 2091	Pa tulate F lte , P100 2/Bq4	CBRNE Ope at onal and Sea ch and Rescue Equip ment	CS	4825	2091	CS/100	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le 3M Page 3244
116	Kaple	F5H582-91 SM/MD	KAP F5H582-91 SM/MD	F ontl ne 500, Level A Su t, SM/MD	Pe sonal P ollect ve Equip ment	CS	69	F5H582-91 SM/MD	EA/1	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Kaple Page 1
117	PGL Inc.	3979473-1	PGI 3979473-1	Cab a Bte A e Gold -C t cal Cove age	Pe sonal P ollect ve Equip ment	EA	1550	3979473-1	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le PGL Inc. Page 7
118	DII Indust al Inc.	CP EN.00000107.01	DII CP EN.00000107.01	Mav e 2 Ente p se (DUAL) Un ve sal Ed t	CBRNE Av at on Equip ment	EA	43	none	ea	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le DII Indust al Inc. Page 1
119	Fa lTech	72706TH3	FAL 72706TH3	Self-Ret act ng L fel ne Web Dev ce Set	Related P oducts	EA	408	72706TH3	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Fa lTech Page 1
120	CEIA USA	PM02PLUS/EZ-NFL	CEIA PM02PLUS/EZ-NFL	PM02Plus EII pt c Metal Detecto	Inspect on and Sc een ng Systems	EA	22	PM02PLUS/EZ-NFL_INEL PART IN QUESTION	ea	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le CEIA USA Page 1
121	DuPont	TY1225WHAX002500	DPP TY1225WHAX002500	Tyvek Cove all, Hood & Boots, Wh te, 4X	Pe sonal P ollect ve Equip ment	CS	18275	TY1225WHAX002500	25/ca	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le DuPont Page 2
122	A gon Elect on cs	F40ANXN-L1J54	ARG F40ANXN-L1J54	OTG16 t n ne t t	CBRNE Ope at onal and Sea ch and Rescue Equip ment	EA	15		EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le A gon Elect on cs Page 1
123	Potte s Indust es	MSRH8	SAF MSRH8	Mass Spec Regula H ghway Beads	Related P oducts	LB	244400	MSRH8	LB/1	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Potte s Indust es Page 1
124	DuPont	TF145TGV2X000600	DPP TF145TGV2X000600	Tychem 6000 Cove all, G ey, 2X	Pe sonal P ollect ve Equip ment	CS	625	TF145TGV2X000600	6/ca	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le DuPont Page 30
125	Wanco Inc.	WVVTMA-L	WIAN WVVTMA-L	Wanco La gel Met o Message Bea d	Phys cal Secu ty Enhancement Equip ment	EA	7	WIAN WVVTMA-L	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Wanco Inc. Page 1
126	Pola s Inc.	K20RSX9AP	POL K20RSX9AP	Pola s Range C ew XP 1000 No thsta	CBRNE Log st cal Suppo t Equip ment	EA	4	K218XSJ9MC	ea	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Pola s Inc. Page 1
127	Dunlop	87012 10	BAT 87012 10	Harmax 16 In Kneebboot, Steel Toe, sz 10	Pe sonal P ollect ve Equip ment	PR	1510		PR	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Dunlop Page 1
128	Fox40 USA Inc.	9203-1308	FOX 9203-1308	Wh stle, Son k Blast CMG, H gh Yellow	CBRNE Log st cal Suppo t Equip ment	EA	31698	9203-1308	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Fox40 USA Inc. Page 1
129	CMC	540614	CMC 540614	Con-Spec USAAR Talk Fo ce K t	Info mat on Technology	EA	6	0113-01-011	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le CMC Page 6
130	Me d an Med cal	FPAE	MER FPAE	DuoDote Auto-Injecto	Med cal	EA	1800	FPAE	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Me d an Med cal Page 1
131	Rae Systems	W01K-110102-056079-0001	RAE W01K-110102-056079-0001	AREARAE PLUS, W RELESS	Info mat on Technology	EA	2	W01K-110102-056079-0001	EA/1	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Rae Systems w eless Page 1
132	DLX Ente p ses LLC	SMRPA12	DLX SMRPA12	ASAP-12 Rap d Shelter System 16x12	CBRNE Log st cal Suppo t Equip ment	EA	6	SMRPA12T	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le DLX Ente p ses LLC Page 1
133	No thsta Med cal	MS06GA	PHV MS06GA	Ph lps No thsta t On lre ASD, includes	Med cal	EA	135	MS06GA	EA/1	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le No thsta Med cal Page 1
134	Acme Un ted Co po at on	59693	FAO 59693	24 UNIT, METAL CUSTOM FULL KIT, UT LITY	Med cal	E	2881		EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Acme Un ted Co po at on Page 1
135	Tact cal Elect on cs	CORE POLE CAM KIT	TAC CORE POLE CAM KIT	CORE Pole Came a 10 K t	CBRNE Ope at onal and Sea ch and Rescue Equip ment	EA	12	CORE POLE CAM KIT-8"	EA	Mallo y L st P ce P ce F le 1/1/2021	Ma lo y L st P ce F le Tact cal Elect on cs Page 1



ATTACHMENT A

DETAILED SPECIFICATIONS FOR PUBLIC SAFETY CATEGORIES

PUBLIC SAFETY, EMERGENCY PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS

1. Personal Protective Equipment

Equipment worn to protect the individual from hazardous materials and contamination in the workplace, including a chemical/biological threat environment. Examples include the following: respirators, such as N95 and SCBA; gloves such as medical nitrile gloves and cryogenic gloves; protective clothing, such as isolation gowns and wildland firefighting gear, eye protection, helmets, safety footwear, respiratory protective equipment, SCBA's, and all other protective items worn on the person.

2. Explosive Device Mitigation and Remediation Equipment

Equipment providing for the mitigation and remediation of explosive devices in a CBRNE environment such as:

- Bomb Search Protective Ensemble for Chemical/Biological Response
- Chemical/Biological Undergarment for Bomb Search Protective Ensemble
- Cooling Garments to manage heat stress
- Robots; Robot Upgrades
- Ballistic Threat Body Armor & Helmets
- Blast and Ballistic Threat Eye Protection
- Blast and Overpressure Threat Ear Protection
- Fire Resistant Gloves
- Disarmer/Disrupter
- Real Time X-Ray Unit, Portable X-Ray Unit
- CBRNE Compatible Total Containment Vessel (TCV)
- CBRNE Upgrades for Existing TCV
- Fiber Optic Kit (inspection or viewing)
- Tents, standard or air inflatable for chem/bio protection
- Inspection mirrors
- Ion Tract Explosive Detector
- Z Ray Equipment
- All other EOD Equipment

3. CBRNE Operational and Search and Rescue Equipment

Equipment providing a technical search and rescue capability for a CBRNE environment, such as:

- Hydraulic tools; hydraulic power unit
- Listening devices, hearing protection
- Search cameras (Including thermal and infrared imaging)
- Night Vision
- Radiological isotope identifying detectors
- Breaking devices (Including spreaders, saws, and hammers)
- Lifting devices (including air bag systems, hydraulic rams, jacks, ropes, and block and tackle)
- Blocking and bracing materials
- Evacuation chairs (for evacuation of disabled personnel)
- Ventilation fans
- All other CBRNE operational and search and rescue equipment

4. Information Technology

Equipment and services providing Information Technology, such as:

- Servers
- Switches
- Software
- Monitors and wall displays for Real time Crime Centers
- Cloud services
- All other Information Technology for Emergency and Public Preparedness

5. Cyber Security Enhancement Equipment and Services

Equipment and services providing cyber security enhancement, such as:

- Secure appliances
- Filter switches
- Filters
- Securer cloud services
- All other cyber security enhancement equipment and services for Emergency and Public Preparedness

6. Interoperable Communications Equipment

Equipment and systems providing connectivity and electrical interoperability between local and interagency organizations to coordinate CBRNE response operations. This includes system design, installation,

service and maintenance. Products include:

- CAD / RMS fusion equipment
- Software and services
- Land/Mobile. Two-way in-suit communications (secure, hands-free, fully duplex, optional), including air-to-ground capability (as required)
- Antenna systems
- Personnel Alert Safety System (PASS) - (location and physiological monitoring systems optional)
- Personnel Accountability Systems
- Individual/portable radios, software radios, portable repeaters, radio interconnect systems, satellite phones, batteries, chargers and battery conditioning systems
- Computer systems designated for use in an integrated system to assist with detection and communication efforts (must be linked with integrated software packages designed specifically for chemical and/or biological agent detection and communication purposes)
- Portable Meteorological Station (monitors temperature, wind speed, wind direction and barometric pressure at a minimum)
- Commercially available crisis management software
- Mobile Display Terminals
- All other interoperable communications equipment

7. Detection Equipment

Equipment to sample, detect, identify, quantify, and monitor for chemical, biological, radiological/nuclear, and explosive agents throughout designated areas or at specific points. Such items include:

- Bioassays
- PID
- Radiation Detection
- PCR
- All other detection equipment

8. Decontamination Equipment

Equipment and material used to clean, remediate, remove or mitigate chemical and biological contamination. Such items include:

- Decontamination system for individual and mass application with environmental controls, water heating system, showers, lighting, and transportation (trailer)
- Decon7/Extraction Litters/roller systems
- Runoff Containment Bladder(s), decontamination shower waste collection with intrinsically-safe evacuation pumps, hoses, connectors, scrub brushes, nozzles
- Spill containment devices
- Overpack drums
- Cadaver bags
- Hand carts
- Waste water classification kits/strips
- HEPA vacuum for dry decontamination
- Disinfectants
- Shelters
- Modesty kits
- All other decontamination equipment

9. Medical

Medical supplies, such as:

- Trauma kits
- Tourniquets
- Tactical medical kits
- AED's (Portable, personal, and medical automatic external defibrillators, AED trainers, accessories, and replacement parts)
- First aid kits, refills, and blood borne pathogen response kits
- Burn care
- Medicinals such as antacids, aspirin, non-aspirin pain relief, cold and sinus medication
- Skin care products such as heavy-duty cleansers, medicated and protective skin creams, insect repellents, poison ivy relief, sunscreen
- Heat-Stress relief such as fluid replacement drinks and coolers
- All other medical supplies related to emergency and public preparedness

10. Power

Equipment used to provide power, such as:

- Generators
- Batteries
- All other equipment to provide power

11. CBRNE Reference Materials

Reference materials designed to assist emergency first responders in preparing for and responding to a CBRNE incident. This includes but is not limited to the following:

- Jane's books
- Training books, including but not limited to, NFPA Guide to hazardous materials, NIOSH Hazardous Materials Pocket Guide, North American Emergency Response Guide, First Responder Job Aids, etc.
- Reference and training videos
- All other CBRNE reference materials

12. CBRNE Incident Response Vehicles

Any emergency and public preparedness vehicles, including: Command vehicles, hazmat rigs, bomb trucks, armored vehicles, ATV's, and all other CBRNE incident response vehicles.

13. Terrorism Incident Prevention Equipment

Any emergency and public preparedness terrorism incident prevention equipment including: area monitoring, situational awareness equipment, CWA, stand-off detection, and all other terrorism incident prevention equipment

14. Physical Security Enhancement Equipment

Any equipment, such as CCTV, access control, LPR, radar and all other physical security enhancement equipment, including installation necessary to enhance the physical security of critical infrastructure such as system design, installation, service and maintenance

15. Inspection and Screening Systems

- Millimeter
- X Ray
- Gamma Ray
- Thermal
- Infrared
- Proximity
- All other inspection and screening systems

16. Animal and Plants

Any animal and plants such as bomb sniffing dogs, drug sniffing dogs and all other animal and plants for the provision of emergency and public preparedness.

17. CBRNE Prevention and Response Watercraft

Watercraft equipment and any services such as CBRNE boats, box boats and all other CBRNE prevention and response watercraft.

18. CBRNE Aviation Equipment

Aviation equipment and any services such as helicopters and associated maintenance, UAV, UAW and accessories, drones, aviation mapping, software and all other CBRNE aviation equipment.

19. CBRNE Logistical Support Equipment

Logistical support equipment and any services such as control and command vehicles, NIMS accessories, traffic control items and all other CBRNE logistical support equipment.

20. Intervention Equipment

- Ballistic protection
- Situational awareness equipment
- All other intervention equipment

21. Related Products and Services

Any related emergency and public preparedness equipment, supplies, and services offered by supplier.

22. All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier

Equipment, supplies, materials, and services supplier offers but does not appear specifically in the above categories.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/>. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Allison Windsor

Printed Name of Authorized Agent

Allison Windsor

Signature of Authorized Agent

Director of Government Sales

Title

January 24, 2023

Date

Mallory Safety and Supply

Company Name

Exhibit F
Federal Funds Certifications

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES Yes TL Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, ^{YES} when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES No, products can only be certified Initials of Authorized Representative of offeror
on an individual basis if applicable once inquiry is made to manufacturer for verification. TL**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES Yes TL Initials of Authorized Representative of offeror**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES No, Offeror only agrees to Initials of Authorized Representative of offeror
those forgoing terms that are marked in the affirmative. TL

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Mallory Safety and Supply, LLCAddress, City, State, and Zip Code: 3241 NW Industrial Street, Portland, OR 97210Phone Number: (503)330-7660 Fax Number: (360) 577-4244Printed Name and Title of Authorized Representative: Tim Loy, PresidentEmail Address: tim.loy@mallory.comSignature of Authorized Representative: Tim Loy Date: 2/2/2021

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**1. Termination for Convenience:**

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the

contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance,** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:
- “Clean Air Act
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
- Federal Water Pollution Control Act
- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”
8. Debarment and Suspension.
- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the

period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report

Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Mallory Safety and Supply, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Tim Loy, President

Name and Title of Contractor's Authorized Official

2/2/2021

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

"(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the

contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to thiscontract."

Additional contract clauses per 2 C.F.R. § 200.325

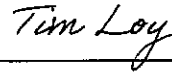
For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name:

Mallory Safety and Supply, LLC

Version December 1, 2020

Address, City, State, and Zip Code:3241 NW Industrial Street, Portland, OR 97210Phone Number: (503) 330-7660 Fax Number:
(360) 577-4244Printed Name and Title of Authorized
Representative: Tim Loy, PresidentEmail Address: tim.loy@mallory.comSignature of Authorized Representative:
2/2/2021

Date:

Exhibit G
New Jersey Business Compliance

EXHIBIT G

NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE**N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)**

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Mallory Safety and Supply, LLC

Organization Address: 3241 NW Industrial Street, Portland, OR 97210

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Tim Loy	2635 NW Savier St., Portland, OR 97210

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
n/a	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Tim Loy Mallory Safety and Supply, LLC	2635 NW Savier St., Portland, OR 97210

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Tim Loy	Title:	President
Signature:	<i>Tim Loy</i>	Date:	2/2/2021

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Oregon
County of Multnomah

ss:

I, Tim Loy residing in Portland
(name of affiant) (name of municipality)
in the County of Multnomah and State of Oregon of full
age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of Mallory Safety and Supply, LLC
(title or position) (name of firm)

the bidder making this Proposal for the bid
Port of Portland Public Safety, Emergency Preparedness, Safety Equipment and Solutions
entitled Solicitation No. 2020-9189, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in
connection with the above named project; and that all statements contained in said proposal and in this
affidavit are true and correct, and made with full knowledge that the _____

Port of Portland relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Mallory Safety and Supply, LLC.

Subscribed and sworn to

before me this day

TALY
Signature

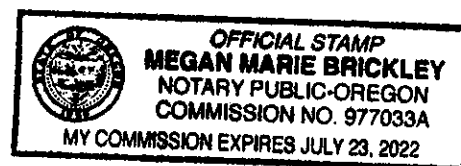
Tim Loy, President

(Type or print name of affiant under signature)

January 27th, 2021
[Signature]
Notary public of _____

My Commission expires July 23rd 2022

(Seal)



DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)****Company Name:** Mallory Safety and Supply, LLC**Street:** 3241 NW Industrial Street**City, State, Zip Code:** Portland, OR 97210**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

February 2, 2021
Date

Tim Loy President
Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

DOC #4

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: 2020-9189

 Bidder/Offoror: Mallory Safety and Supply, LLC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

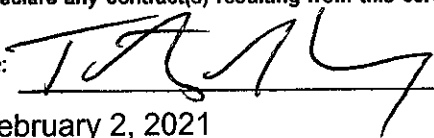
EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offoror _____
Description of Activities _____	
Duration of Engagement _____ Anticipated Cessation Date _____	
Bidder/Offoror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

 Full Name (Print): Tim Loy

 Signature: 

 Title: President

 Date: February 2, 2021

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.
--

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

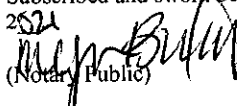
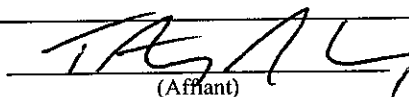
☐ Limited Liability Partnership

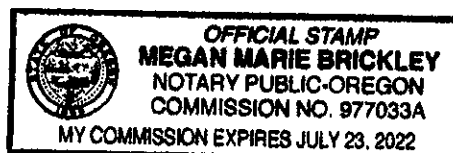
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Tim Loy	Name:
Home Address: 2635 NW Savier St., Portland, OR 97210	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>27th</u> day of <u>January</u> <u>2021</u>  (Notary Public) My Commission expires: <u>July 23rd, 2022</u>	 (Affiant) <u>Tim Loy, President</u> (Print name & title of affiant) (Corporate Seal)
---	---



DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

**STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE**

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
MALLORY SAFETY AND SUPPLY LLC

TRADE NAME:

ADDRESS:
1040 INDUSTRIAL WAY
LONGVIEW WA 98632-1039
EFFECTIVE DATE:

SEQUENCE NUMBER:
1848009

ISSUANCE DATE:
03/18/19

James J. Gusmano
Director
New Jersey Division of Revenue

FORM BRC

~~This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.~~

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Tim Loy Title: President

Signature: Tim Loy Date: February 2, 2021

STATE OF NEW JERSEY
**Division of Purchase & Property
 Contract Compliance Audit Unit
 EEO Monitoring Program**
EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 27-3905150	2. TYPE OF BUSINESS ☐ 1. MFG ☐ 2. SERVICE ☒ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 458
4. COMPANY NAME Mallory Safety and Supply		
5. STREET 3241 NW Industrial St.	CITY Portland	COUNTY Multnomah
STATE OR	ZIP CODE 97210	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) N/A The Mallory Co., Inc.		
CITY Portland, OR		
STATE OR		
ZIP CODE 97210		
7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY Portland, OR		
COUNTY OR		
STATE OR		
ZIP CODE 97210		

Official Use Only	DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN
Officials/ Managers	46	32	14	2	3			27	1				13
Professionals	67	59	8	3	18			38	1				7
Technicians	27	23	4	1				22					4
Sales Workers	88	72	16		8		2	62	1				15
Office & Clerical	121	35	86	2	4			29	5	12	1	4	64
Craftworkers (Skilled)	4	4						4					
Operatives (Semi-skilled)	6	4	2				1	3				1	1
Laborers (Unskilled)	98	80	18	9	16	2	5	48	1	7		1	9
Service Workers	1		1							1			
TOTAL	458	309	149	17	49	2	8	233	9	20	1	6	113
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☒ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR _____
13. DATES OF PAYROLL PERIOD USED From: 10/11/2020 To: 10/25/2020		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Mari Fugate	SIGNATURE <i>Mari Fugate</i>	TITLE HR Generalist	DATE MO. DAY YEAR 02 01 2021
17. ADDRESS NO. & STREET 3241 NW Industrial St.	CITY Portland	COUNTY Multnomah	STATE OR
ZIP CODE 97210	PHONE (AREA CODE, NO., EXTENSION) 971 - 303 - 1038		

DOC #9

MCBRIDE-PRINCIPLES

**STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF PURCHASE AND PROPERTY**

 33 WEST STATE STREET, P.O. BOX 230
 TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM
BID SOLICITATION #: 2020-9189

VENDOR/BIDDER: Mallory Safety and Supply, LLC

**VENDOR'S/BIDDER'S REQUIREMENT
 TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS
 AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

 I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

☒
CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

☐
OR

 The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.



February 2, 2021

Signature

Date

 Tim Loy, President
 Print Name and Title

Version December 1, 2020



PUBLIC SAFETY, PREPAREDNESS, SAFETY EQUIPMENT AND SOLUTIONS
Executive Summary

Lead Agency: Port of Portland

Solicitation: 2020-9189

RFP Issued: December 29, 2020

Pre-Proposal Date: January 12, 2021

Response Due Date: February 2, 2021

Proposals Received: # 4

Awarded to: Mallory Safety and Supply LLC, Contract # 159498

The Port of Portland issued RFP 2020-9189 on December 29, 2020, to establish a national cooperative contract for Public Safety, Emergency Preparedness, Safety Equipment and Solutions.

The solicitation included cooperative purchasing language in Sections I. Overview, National Contract (RFP Page2):

The Port of Portland, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Port of Portland is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Port of Portland website
- PlanetBids website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- The Herald-News, IL
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA

- Helena Independent Record, MT
- Kennebec ME Journal
- Las Vegas Review-Journal

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- GenCore CAndeo, Ltd. DBA The Genesis Group
- Mallory Safety and Supply LLC
- Safeware, Inc.
- UWePort

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Mallory Safety and Supply LLC and proceeding with contract award upon successful completion of negotiations.

The Port of Portland, OMNIA Partners and Mallory Safety and Supply LLC successfully negotiated a contract, and the Port of Portland executed the agreement with a contract effective date of April 1, 2021.

Contract includes:

- Offering includes PPE, including all products from head-to-toe protection both ballistic and non-ballistic, head protection, eye and face, hearing, hand, body, foot, chemical/biological and explosives detection and disposal products including Total Containment Vessels (TCVs), robotic and examination tools utilizing video, X-Ray, ion and other electronic monitoring, water, and explosive disrupters.
- Diamond M Private Label is a direct-sourced safety product line and includes patented fall protection products, personal protection for hand, foot and eye, respiratory protection, hi-vis wear, traffic control and spill control.
- Offering 41% off the Mallory List Price for the Balance of Line and 10% discount off all customization services of any type.

Term:

Initial five-year agreement from April 1, 2021 through April 1, 2026 with the option to renew for two (2) additional one-year periods through April 1, 2028.

USFR Compliance Questionnaire for RFP#2020-9189
Public Safety, Emergency Preparedness, Safety Equipment and Solutions

	<u>YES/NO</u>	<u>COMMENTS</u>
1. Based upon review of this contract for the procurement of construction, materials, and/or services that exceeded \$100,000, did the cooperative follow the School District Procurement Rules (R7-2-1001 et seq)?	YES	
a. For this contracts awarded through competitive sealed bidding or competitive sealed proposals, did the cooperative:		
1) Give adequate notice of the invitation for bid (IFB) or request for proposal (RFP)? R7-2-1022 or R7-2-1042(C)	YES	Ads & Affidavits, PlanetBids
2) Compile and maintain a list of persons who requested to be added to a list of prospective bidders, if any? R7-2-1023	YES	Bidders List, Portland PlanetBids-Bidder List
3) Issue the IFB or RFP at least 14 days before the due date and time set for bid or proposals, as applicable, unless a shorter time was determined necessary? R7-2-1024(A) or R7-2-1042(B)	YES	RFP Document, Page 1
4) Include all required information in the IFB or RFP? (Note: If the answer is "No," the "Comments" should specifically indicate which requirements were not complied with.) R7-2-1024(B) or R7-2-1042(A)	YES	RFP Document
5) Stamp sealed bids or proposals with the time and date upon receipt and store bids or proposals unopened until the due date and time set for opening? R7-2-1029 or R7-2-1045	YES	PlanetBids Time Stamped Responses Submission
6) If a multiple award was made for the IFB or RFP:		
i. Did the cooperative establish and follow procedures for the use of multiple award contracts? R7-2-1031(D) and R7-2-1050(C)	N/A	N/A
ii. Did the cooperative include in the solicitation(s) notification that multiple contracts may be awarded, the cooperative's basis for determining whether to award multiple contracts, and the criteria for selecting vendors for the multiple contracts? R7-2-1031(C) and R7-2-1050(B)	YES	RFP Doc; 1.2, page 3
iii. Determine, with the specific reason(s) in writing, that a single award was not advantageous to the cooperative's members and retain documentation that supported the basis for a multiple award? R7-2-1031(D)	YES	Notice of Intent to Award
iv. Limit contract awards to the least number of suppliers necessary to meet the requirements of the members? R7-2-1031(D) and R7-2-1050(C)	N/A	N/A

	YES/NO	COMMENTS
7) For contracts where only one responsive bid or proposal was received, determine that the price submitted was fair and reasonable, and that either other prospective offerors had reasonable opportunity to respond or there was not adequate time for resolicitation, and retain documentation that supported the basis for the determination? R7-2-1032 or R7-2-1046(A)(1)	N/A	
b. For this contract awarded through competitive sealed bidding, did the cooperative award the contracts to the lowest responsible and responsive bidder whose bid conformed, in all material respects, to the requirements and evaluation criteria set forth in the IFB? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.) R7-2-1031	N/A	
c. For this contract awarded through competitive sealed proposals, did the cooperative award the contract to the offeror whose proposal was determined, with the specific reason(s) in writing, to be most advantageous to the cooperative’s members based on the factors set forth in the RFP and retain documentation that supported the determination? R7-2-1050	YES	Notice of Intent to Award
2. Did the cooperative have signed conflict-of-interest disclosures filed for any employee or nonemployee evaluation committee members? R7-2-1008 and R7-2-1015	YES	RFP Evaluation Participation and Observation Agreement
3. If the cooperative used a qualified select bidders list to procure construction services, did the cooperative comply with requirements of R7-2-1101?	N/A	
4. If the cooperative used construction-manager-at-risk, design-build, or job-order-contracting to procure construction services, did the cooperative comply with the requirements of R7-2-1100 through R7-2-1115?	N/A	
5. If the cooperative procured goods and services using reverse auctions or electronic bidding, did the cooperative comply with the requirements of R7-2-1018, R7-2-1021, or R7-2-1041?	N/A	
6. For purchases made through the Simplified School Construction Procurement Program, did the cooperative follow the requirements of R7-2-1033? (Note: If the answer is “No,” the “Comments” should specifically indicate which requirements were not complied with.)	N/A	
7. If the cooperative used multi-term contracts for any of the contracts tested in question 1:		
a. Were the terms and conditions of renewal or extension, if any, included in the IFB or RFP? A.R.S. §15-213(K) and R7-2-1093	YES	RFP Document, 1 Overview, 1.1 Introduction
b. For materials or services and contracts for job-order-contracting construction services that were entered into for more than 5 years, did the cooperative determine in writing, before the procurement solicitation was issued, that a contract of longer duration would be advantageous to its members? A.R.S. §15-213(K) and R7-2-1093	N/A	
8. Did the cooperative prevent additional purchases by new members that would materially change the volume of goods or services estimated in the original solicitation? R7-2-1011	YES	

	<u>YES/NO</u>	<u>COMMENTS</u>
9. Did the cooperative maintain current cooperative purchasing agreements with participating school districts? R7-2-1191 through R7-2-1195	YES	

For questions 10 and 11: If the cooperative had any emergency or sole source procurements, the audit firm must test all such procurements.

10. Based upon review of any emergency procurements, was the basis for each emergency procurement reasonable; did the cooperative maintain a written statement for each emergency procurement documenting the basis for the emergency, the selection of the particular contractor, and why the price paid was reasonable; and was such statement signed by the individual authorized to initiate emergency procurements? R7-2-1055 and R7-2-1056	N/A	
11. Based upon review of any sole source procurements, was the basis for the sole source procurement reasonable, and did the cooperative retain its written determination that there was only one source for the required materials, service, or construction items? R7-2-1053	N/A	



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For pricing, please contact External-publiccontracting@omniapartners.com.

Please feel free to copy the text below for the request email.

Example Request:

To: External-publiccontracting@omniapartners.com

Subject: Pricing Request - Contract #159498, Mallory

Please provide current pricing for the above-referenced contract.

Thank you,

[Name]

[Agency]