



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 23-POL-R-343

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Mallory Safety & Supply, LLC ("Contractor"), a Oregon corporation with a place of business at 3241 NW Industrial St., Portland, Oregon 97210 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Port of Portland RFP Contract #159498, Exhibit B Executive Summary", and together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by and extended Port of Portland by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Port of Portland. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than April 1, 2026 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the County of Portland renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from April 1, 2026 to May 31, 2028 ("Subsequent Contract Term"). However, if the County of Portland does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish Public Safety & Supplies.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County’s workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Allison Windsor, Director of Government Sales
Mallory Safety & Supply, LLC
3241 NW Industrial St.
Portland, OR. 97210
Phone: (818) 644-9484
Email: Allison.windsor@mallory.com

TO THE COUNTY:

Igor Scherbakov, Purchasing Specialist
Arlington County Government
2100 Clarendon Boulevard, Suite
Arlington, Virginia 22201
Phone: (703) 228-0709
Email: lscherbakov@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.


12. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

MALLORY SAFETY & SUPPLY, LLC

AUTHORIZED SIGNATURE: 
534805882406484...
NAME: _____
Assistant Purchasing Agent
TITLE: _____
DATE: 9/30/2022

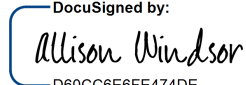
AUTHORIZED SIGNATURE: 
D80CC6E6FE474DE...
NAME: _____
Director of Government Sales
TITLE: _____
DATE: 8/24/2022

EXHIBIT A

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:
Tim Loy
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:
Timolin Abrom
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:
Eric J. Just
Counsel for the Port of Portland

Schedule 1-Pricing

Table with columns: 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. The table lists various items from manufacturers like National Towellette Co., Inc., Gerber Co., and Avon P, including products like toilet paper, safety equipment, and medical supplies.

Schedule 1-Pricing

108	Rae Systems	MCB3-A3C1REZ-420	RAE MCB3-A3C1REZ-420	Multi RAE P. o. LEL, CO, H2S, O2, Gamma,	Detect on Equipm	EA	22	MCB3-A3C1REZ-420	EA/1	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst 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 ote ct ve Equ pment	EA	1237	WHE00032.201	EA/1	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Kask Ame ca Inc. Page 1
110	3M	8212	MMM 8212	8212 Weld ng Pa t culate Resp ato , N95	Pe sonal P ote ct ve Equ pment	CS	5628	8212	CS/80	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le 3M Page 274
111	FL R Systems, Inc.	103-032-0002	FLR 103-032-0002	G f n GS10 F old Ready K t	Detect on Equipm	EA	1	103-032-0002	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le FL R Systems, Inc. Detect on and Su ve lnce Page 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 Equipm	EA	365	ACH-MICH	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Un ted Sh eld Inte nat onal, LL Page 1
113	Avon P ote ct on Systems	602240	AVO 602240	Vo ce P oject on Un t- fo FMS4	Pe sonal P ote ct ve Equ pment	EA	329	602240	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Avon P ote ct 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 Equ pment	EA	7	CORE UDC- 4 CAMERA VERSION	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Tact cal Elect on cs Page 1
115	3M	2091	MMM 2091	Pa t culate F ltr , P100 Z/Bag	CBRNE Ope at onal and Sea ch and Rescue Equ pment	CS	4825	2091	CS/100	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le 3M Page 3244
116	Kaple	FSH582-91 SM/MD	KAP FSH582-91 SM/MD	F ont ne 500, Level A Su t, SM/MD	Pe sonal P ote ct ve Equ pment	CS	69	FSH582-91 SM/MD	EA/1	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Kaple Page 1
117	PGL Inc.	3979471-1	PGI 3979471-1	Cab a Ba A e Gold- C t cal Cove age	Pe sonal P ote ct ve Equ pment	EA	1550	3979471-1	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le PGL Inc. Page 7
118	DII Indust al Inc.	CP EN.00000107.01	DII CP EN.00000107.01	Max 2 Ente p se (DUAL) Un ve sal Est	CBRNE As at on Equipm	EA	43	none	ea	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst 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	406	72706TH3	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Fa lTech Page 1
120	CEIA USA	PMD2PLUS/EZ-NFL	CEIA PMD2PLUS/EZ-NFL	PMD2Plus Ell pt c Metal Detect	Inspect on and Sc een ng Systems	EA	22	<u>PMD2PLUS/EZ-NFL INFL PART IN QUESTION</u>	ea	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le CEIA USA Page 1
121	DuPont	TY1225WHX002500	DPP TY1225WHX002500	Tyvek Cove all, Hood & Boots, Wh te, 4X	Pe sonal P ote ct ve Equ pment	CS	18275	TY1225WHX002500	25/ca	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le DuPont Page 2
122	A gon Elect on cs	F40RNX-L1U54	ARG F40RNX-L1U54	DTG614 n ne k t	CBRNE Ope at onal and Sea ch and Rescue Equ pment	EA	15		EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le A gon Elect on cs Page 1
123	Potte s Indust es	MSRH8	SAF MSRH8	Mass Spec Resula H zhwag Beads	Related P oducts	LB	244000	MSRH8	LB/1	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst 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 ote ct ve Equ pment	CS	625	TF145TGV2X000600	6/ca	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le DuPont Page 30
125	Wanco Inc.	WVTTMM-L	WIAN WVTTMM-L	Wanco La ge Met o Message Boa d	Phys cal Secu ty Enhancement Equ pment	EA	7	WIAN WVTTMM-L	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Wanco Inc. Page 1
126	Pola s Inc.	R20RSX9AP	POL R20RSX9AP	Pola s Range C sw XP 1000 No thsta	CBRNE Log st cal Suppo t Equ pment	EA	4	R21RSJ99AC	ea	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Pola s Inc. Page 1
127	Dunlop	87012 10	BAT 87012 10	Hazmax 16 In Kneebot, Steel Toe, sz 10	Pe sonal P ote ct ve Equ pment	PR	1510		PR	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Dunlop Page 1
128	Fox40 USA Inc.	9203-1308	FOX 9203-1308	Wh ttle, Son k Blast CMG, H gh Yellow	CBRNE Log st cal Suppo t Equ pment	EA	31698	9203-1308	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Fox40 USA Inc. Page 1
129	CMC	540014	CMC 540014	Con-Spec USAR Task Fo ce K t	Info mat on Technology	EA	6	0113-01-011	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst 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 Lst P ce P ce f le 1/1/2021	Ma lo y Lst 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 Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le Rae Systems w less Page 1
132	DLX Ente p ses LLC	SMRPA12	DLX SMRPA12	ASAP-12 Rap d Shelter System 16x12	CBRNE Log st cal Suppo t Equ pment	EA	18	SMRPA12	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst P ce f le DLX Ente p ses LLC Page 1
133	No thsta Med cal	MS06GA	PH MS06GA	PH 101663 tba t On te ASD, includes	Med cal	EA	135	MS06GA	EA/1	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst 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 Lst P ce P ce f le 1/1/2021	Ma lo y Lst 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 Equ pment	EA	12	CORE POLE CAM KIT-8'	EA	Mallo y Lst P ce P ce f le 1/1/2021	Ma lo y Lst 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.



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.