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AGREEMENT
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THIS AGREEMENT is made and entered, in duplicate, as of June 8, 2023, for reference purposes only, pursuant to Resolution No. RES-23-0050 adopted by the City Council of the City of Long Beach at its meeting on April 4, 2023, by and between MALLORY SAFETY AND SUPPLY LLC, a limited liability company (“Contractor”), with a place of business located at 1040 Industrial Way, Londview, Washington 98632, and the CITY OF LONG BEACH (“City”), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires furnishing and delivering of emergency response and public safety equipment and supplies; and

WHEREAS, Port of Portland through Omnia Partners has a contract with Mallory Safety and Supply LLC for the purchase of emergency response and public safety equipment and supplies, Contract No. 159498 (“Port Contract”); and

WHEREAS, Resolution No. RES-23-0050 authorizes the City to purchase emergency response and public safety equipment and supplies by virtue of the Port Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The Port Contract with Contractor, attached hereto as Exhibit “A”, is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Port Contract shall be applicable here except as follows:

A. Wherever the Port Contract refers to Port of Portland, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall sell, furnish and deliver to the City emergency response and public safety equipment and supplies of substantially the same type

1 and kind identified in the Port Contract, except as modified by Exhibit "B" attached
2 hereto and incorporated by this reference, in an annual amount not to Four Hundred
3 Thousand Dollars (\$400,000), plus a twenty percent (20%) contingency in the
4 amount of Eight Hundred Thousand Dollars (\$800,000), for a total annual contract
5 amount not to exceed Four Hundred Eighty Thousand Dollars (\$480,000), until the
6 Port Contract expires on April 1, 2026, with the option to renew for as long as the
7 Port Contract is in effect, at the discretion of the City Manager. To the extent that
8 the Port Contract and this Agreement are inconsistent, the following priority shall
9 govern: (1) this Agreement and (2) the Port Contract.

10 C. The term of this Agreement shall commence at midnight on
11 April 4, 2023, and shall terminate at 11:59 p.m. on April 1, 2026, unless sooner
12 terminated as provided in this Agreement, with the option to renew for as long as
13 the Port Contract is in effect, at the discretion of the City Manager.

14 D. Payment for the emergency response and public safety
15 equipment and supplies purchased from Contractor by the City shall be made by
16 the City on delivery to and acceptance of the emergency response and public safety
17 equipment and supplies by the City and submittal of an invoice to the City. Payment
18 is due thirty (30) days after the date of the invoice.

19 E. All warranties shall accrue to the City of Long Beach.

20 2. Neither this Agreement nor any money that becomes due to
21 Contractor under this Agreement may be assigned by Contractor without the prior written
22 consent of the City Manager or his designee.

23 3. Any notice given under this Agreement shall be in writing and
24 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
25 delivered or mailed to Contractor at the relevant address first stated above, and to the City
26 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
27 shall be deemed given three days after deposit in the mail.

28 4. The terms appearing on the Port Contract are incorporated into this

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 Agreement.

2 5. Contractor shall cooperate with the City in all matters relating to self-
3 accrual of use tax. Contractor shall contact the City Treasurer for additional information
4 regarding self-accrual.

5 6. This Agreement and all documents which are incorporated by
6 reference in this Agreement constitute the entire understanding between the parties and
7 supersede all other agreements, oral or written, with respect to the subject matter of this
8 Agreement.

9 IN WITNESS WHEREOF, the parties have caused this document to be duly
10 executed with all formalities required by law as of the date first stated above.

11
12 July 6, 2023

MALLORY SAFETY AND SUPPLY LLC

By [Signature]
Name Tim Coy
Title President

13
14
15 _____, 2023

By _____
Name _____
Title _____

16
17 EXECUTED PURSUANT
18 TO SECTION 301 OF
19 THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

20 July 13, 2023

By Linda J. Jatum
City Manager

"City"

21
22 This Agreement is approved as to form on July 12, 2023.

23
24 DAWN MCINTOSH, City Attorney

25 By [Signature]
26 Deputy

27
28

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Lona Beach, CA 90802-4664

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11
12 July 6, 2023

MALLORY SAFETY AND SUPPLY LLC

By [Signature]
Name Tim Coy
Title President

14
15 _____, 2023

By _____
Name _____
Title _____

“Contractor”

CITY OF LONG BEACH, a municipal
corporation

18
19
20 _____, 2023

By _____
City Manager

“City”

This Agreement is approved as to form on _____, 2023.

DAWN MCINTOSH, City Attorney

By _____
Deputy

Witnessing or Attesting a Signature

State of OREGON

County of Multnomah

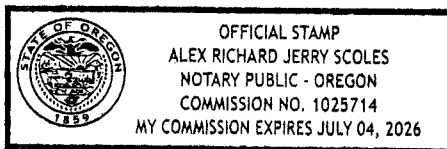
Signed (or attested) before me on (date) July 6th, 2023

by (name(s) of individual(s)) Tim Loy



Notary Public - State of Oregon

Official Stamp



Document Description

This certificate is attached to page 3 of a City Agreement (title or type of document), dated June 8th, 2023, consisting of 4 pages. Agreement only

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
-

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 convenienc, 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. Hunt
Counsel for the Port of Portland

Schedule 1-Pricing

Item	Manufacturer	Model	Description	Unit	Quantity	Price	Notes
108	Blue Systems	MOBILCHIEF-400	Mobile Chief 400	EA	1		
109	Kask Ave. Inc.	WHE0003L301	Wheeler 301	EA	1		
110	3M	8212	3M 8212	EA	1		
111	Urethane Inc.	MOB-400	Mobile 400	EA	1		
112	Urethane Inc.	MOB-400	Mobile 400	EA	1		
113	Avionics	MOB-400	Mobile 400	EA	1		
114	Avionics	MOB-400	Mobile 400	EA	1		
115	Avionics	MOB-400	Mobile 400	EA	1		
116	Avionics	MOB-400	Mobile 400	EA	1		
117	Avionics	MOB-400	Mobile 400	EA	1		
118	Avionics	MOB-400	Mobile 400	EA	1		
119	Avionics	MOB-400	Mobile 400	EA	1		
120	Avionics	MOB-400	Mobile 400	EA	1		
121	Avionics	MOB-400	Mobile 400	EA	1		
122	Avionics	MOB-400	Mobile 400	EA	1		
123	Avionics	MOB-400	Mobile 400	EA	1		
124	Avionics	MOB-400	Mobile 400	EA	1		
125	Avionics	MOB-400	Mobile 400	EA	1		
126	Avionics	MOB-400	Mobile 400	EA	1		
127	Avionics	MOB-400	Mobile 400	EA	1		
128	Avionics	MOB-400	Mobile 400	EA	1		
129	Avionics	MOB-400	Mobile 400	EA	1		
130	Avionics	MOB-400	Mobile 400	EA	1		
131	Avionics	MOB-400	Mobile 400	EA	1		
132	Avionics	MOB-400	Mobile 400	EA	1		
133	Avionics	MOB-400	Mobile 400	EA	1		
134	Avionics	MOB-400	Mobile 400	EA	1		
135	Avionics	MOB-400	Mobile 400	EA	1		

Solicitation 2020-9189
Offeror Company Name: Mallory Safety & Supply

Offeror Category	Discount %*
Personal Protective Equipment	41%
Explosive Device Mitigation and Remediation Equipment	41%
CBRNE Operational and Search and Rescue Equipment	41%
Information Technology	41%
Cyber Security Enhancement Equipment and Services	41%
Interoperable Communications Equipment	41%
Detection Equipment	41%
Decontamination Equipment	41%
Medical	41%
Power	41%
CBRNE Reference Materials	41%
CBRNE Incident Response Vehicles	41%
Terrorism Incident Prevention Equipment	41%
Physical Security Enhancement Equipment	41%
Inspection and Screening Systems	41%
Animal and Plants	41%
CBRNE Prevention and Response Watercraft	41%
CBRNE Aviation Equipment	41%
CBRNE Logistical Support Equipment	41%
Intervention Equipment	41%
Related Products and Services:	
Products	41%
Services	10%
On-Site Training Services	10%
Training Equipment	41%
Training Services	10%
Consulting	10%
All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier	41%
Balance of Line/Comprehensive Product Offering:	
Product	41%
Services	10%

*Discount off Mallory's List Price

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.

EXHIBIT “B”

Solicitation 2020-9189
Offeror Company Name: Mallory Safety & Supply

Offeror Category	Discount %*
Personal Protective Equipment	41%
Explosive Device Mitigation and Remediation Equipment	41%
CBRNE Operational and Search and Rescue Equipment	41%
Information Technology	41%
Cyber Security Enhancement Equipment and Services	41%
Interoperable Communications Equipment	41%
Detection Equipment	41%
Decontamination Equipment	41%
Medical	41%
Power	41%
CBRNE Reference Materials	41%
CBRNE Incident Response Vehicles	41%
Terrorism Incident Prevention Equipment	41%
Physical Security Enhancement Equipment	41%
Inspection and Screening Systems	41%
Animal and Plants	41%
CBRNE Prevention and Response Watercraft	41%
CBRNE Aviation Equipment	41%
CBRNE Logistical Support Equipment	41%
Intervention Equipment	41%
Related Products and Services:	
Products	41%
Services	10%
On-Site Training Services	10%
Training Equipment	41%
Training Services	10%
Consulting	10%
All Other Non-Listed Emergency and Public Preparedness, Law Enforcement, and Fire Equipment available through Supplier	41%
Balance of Line/Comprehensive Product Offering:	
Product	41%
Services	10%

*Discount off Mallory's List Price