

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SAFEWARE, INC.**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, between the City of Glendale, an Arizona municipal corporation (the “City”), and Safeware, Inc., a(n) Maryland corporation authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On April 1, 2021, under OMNIA Partners, the Port of Portland entered into a contract with Contractor to purchase the goods and services described in the Contract #159469 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was April 1, 2021, until the date the contract expires on April 1, 2026, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond April 1, 2028. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 1, 2026. The City may renew the term of this Agreement for two (2) additional one-year periods until the Cooperative Purchasing

Agreement expires on April 1, 2028. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000) annually or seven hundred thousand dollars (\$700,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. No Boycott of Israel. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale  
c/o Chris Briggs, Police Chief  
6835 North 57<sup>th</sup> Drive  
Glendale, AZ 85301

And

Safeware, Inc.  
c/o Rob Berner, Sr. Account Manager  
801 West 116<sup>th</sup> Avenue, Ste. 400  
Westminster, CO 80234

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona  
municipal corporation

By: \_\_\_\_\_  
Kevin R. Phelps  
City Manager

“Contractor”

Safeware, Inc.,  
a Maryland corporation

By:   
Name: Rick Bond  
Title: Vice President of Sales

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SAFEWARE, INC.**

**EXHIBIT A**  
(OMNIA Partners Contract #159469)

**Port of Portland, OR**

**Contract # 159469**

*for*

**Public Safety, Preparedness, Safety Equipment and Solutions**

*with*

**Safeware, Inc.**

**Effective: April 1, 2021**

The following documents comprise the executed contract between the Port of Portland and Safeware, Inc., effective April 1, 2021:

- I. Vendor Contract – Price Agreement: Goods & Services
- II. Supplier's Response to the RFP, incorporated by reference

**Contract No. 159469**  
This number must appear  
on all invoices

**PORT OF PORTLAND**  
**PRICE AGREEMENT – GOODS & SERVICES**

**Public Safety, Preparedness, Safety Equipment and Solutions.**

<b>Parties:</b>	Port of Portland P.O. Box 3529 Portland, Oregon 97208	("Port")
	Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706	("Provider")

**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 the 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 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](mailto: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.

## **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]

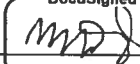
**Provider:**

**Port:**


Safeware, Inc.

Port of Portland

By:

DocuSigned by:  
  
C83A1BC96D41402...

By:

DocuSigned by:  
  
9D6CFD3972E04AA...

Print name:

Daric Simons

Print name:

Timolin Abrom

As its:

COO

As its:

Contracts and Procurement Mgr.

Date signed:

3/31/2021

Date signed:

3/31/2021

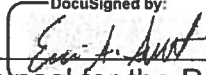
Phone:

3016831234

Email:

dsimons@safewareinc.com

Approved as to legal sufficiency for the  
Port of Portland

DocuSigned by:  
  
Counsel for the Port of Portland





## **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: Safeware, Inc. Contract #159469**

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 Safeware Inc. and proceeding with contract award upon successful completion of negotiations.

The Port of Portland, OMNIA Partners and Safeware Inc. successfully negotiated a contract, and the Port of Portland executed the agreement with a contract effective date of April 1, 2021.

**Contract includes:**

- An extensive selection of public safety and emergency preparedness products and services.
- Diverse vendor base encompasses safety, law enforcement, special forces, fire and rescue, emergency and first aid, surveillance, and physical security manufacturers.
- Discount off catalog price of 41% and 10% off Services offered.

**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.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SAFEWARE, INC.**

**EXHIBIT B**  
Scope of Work

**PROJECT**

Vendor will provide various types of public safety and preparedness supplies, as well as safety equipment and solutions.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SAFEWARE, INC.**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method and amount of compensation is in accordance with Section 3 of this agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$100,000 annually or \$700,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

City shall pay contractor compensation in accordance with the rates as set forth in the OMNIA Partners Contract #159469. See attached quotes for further information.



# QUOTATION

801 W. 116th Avenue  
 Ste #400  
 Westminster, CO 80234  
 303-322-3577  
 www.safewareinc.com

Order Number	
1818799	
Order Date	Page
8/5/2021 12:24:17	1 of 2

Quote Expires On 9/30/2021

**Bill To:**                    **Customer ID:**    121014  
 Glendale Police Department

**Ship To:**  
 Glendale Police Department  
 5850 W Glendale Ave  
 Glendale, AZ 85308

623-772-7173

Requested By: Ms. Denise Krause

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
Helmets	Diana Mularky	dmularky@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Freight Paid	303-322-3577	303-322-1992

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
82.00	0.00	82.00	EA		USI PST SC650-III A-BLKLG PST SC 650 - Black - Large Helmet- Black - LEVEL IIIA	EA 1.0	270.59	22,188.38
50.00	0.00	50.00	EA		USI PST SC650-III A-BLKMD PST SC 650 - Black - Medium Helmet- Black - LEVEL IIIA	EA 1.0	270.59	13,529.50
9.00	0.00	9.00	EA		USI PST SC650-III A-BLKSM PST SC 650 - Black - Small Helmet- Black - LEVEL IIIA	EA 1.0	270.59	2,435.31
11.00	0.00	11.00	EA		USI PST SC650-III A-BLKXLG PST SC 650 - Black - X-Large Helmet- Black - LEVEL IIIA	EA 1.0	311.77	3,429.47
1.00	0.00	1.00	EA		OMNIA POP OMNIA Contract #159469 Lead Agency: Port of Portland Public Safety, Emergency Preparedness, Safety Equipment and Solutions April 1, 2021 - April 1, 2026 Standard freight PAID, all HAZMAT/expedited freight billed. *Register with OMNIA at www.omniapartners.com/publicsector	EA 1.0	0.00	0.00



# QUOTATION

801 W. 116th Avenue  
 Ste #400  
 Westminster, CO 80234  
 303-322-3577  
 www.safewareinc.com

Order Number	
1818799	
Order Date	Page
8/5/2021 12:24:17	2 of 2

Quote Expires On 9/30/2021

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>	<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Disp.</i>				
					<i>Item Description</i>	<i>Unit Size</i>		

Total Lines: 5

**SUB-TOTAL:** 41,582.66

**TAX:** 3,825.61

**AMOUNT DUE:** 45,408.27

*Actual freight added per freight terms*



# QUOTATION

801 W. 116th Avenue  
 Ste #400  
 Westminster, CO 80234  
 303-322-3577  
 www.safewareinc.com

Order Number	
1810801	
Order Date	Page
6/29/2021 17:27:05	1 of 1

Quote Expires On 9/30/2021

**Bill To:**                    **Customer ID:**        86095  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale , AZ 85301

**Ship To:**  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale , AZ 85301

623-930-2000

Requested By: Ms. Ileana Seward

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
Nitrile Gloves	Diana Mularky	dmularky@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Freight Paid	303-322-3577	303-322-1992

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i> <i>Unit Size</i>	<i>Unit</i> <i>Price</i>	<i>Extended</i> <i>Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
5.00	0.00	5.00	BX		SAF 67342-22	BX	15.99	79.95
				50.0	Glove, Nitrile, BLACK, 9.5" 4mil PF, SM Powder-Free - 100/bx,10 bx/cs, 112 cs/pl	50.0		
10.00	0.00	10.00	BX		SAF 67343-22	BX	15.99	159.90
				50.0	Glove, Nitrile, BLACK, 9.5" 4mil PF, MD Powder-Free - 100ea/bx,10 bx/cs, 112 cs/pl	50.0		
40.00	0.00	40.00	BX		SAF 67344-22	BX	15.99	639.60
				50.0	Glove, Nitrile, BLACK, 9.5" 4mil PF, LG Powder-Free - 100ea/bx,10 bx/cs, 112 cs/pl	50.0		
1.00	0.00	1.00	EA		OMNIA POP	EA	0.00	0.00
				1.0	OMNIA Contract #159469 Lead Agency: Port of Portland Public Safety, Emergency Preparedness, Safety Equipment and Solutions April 1, 2021 - April 1, 2026 Standard freight PAID, all HAZMAT/expedited freight billed. *Register with OMNIA at www.omniapartners.com/publicsector	1.0		

Total Lines: 4

**SUB-TOTAL:**                    879.45  
**TAX:**                                    80.92  
**AMOUNT DUE:**                    **960.37**

*Actual freight added per freight terms*



# QUOTATION

801 W. 116th Avenue  
 Ste #400  
 Westminster, CO 80234  
 303-322-3577  
 www.safewareinc.com

Order Number	
1813128	
Order Date	Page
7/9/2021 17:14:06	1 of 2

Quote Expires On 9/30/2021

**Bill To:**                    **Customer ID:**        86095  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale , AZ 85301

**Ship To:**  
 City of Glendale  
 5850 West Glendale Avenue  
 Glendale , AZ 85301

623-930-2000

Requested By: Ms. Ileana Seward

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
Gloves	Diana Mularky	dmularky@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Freight Paid	303-322-3577	303-322-1992

<i>Quantities</i>					<i>Item ID</i> <i>Item Description</i>	<i>Pricing</i> <i>UOM</i> <i>Unit Size</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i> <i>Unit Size</i>	<i>Disp.</i>				
5.00	0.00	5.00	BX		SWS PF-065-095-NRG/ECO/BAL-GR/WT SM	BX	16.16	80.80
				1.0	Glove, Green/White PF Nitrile 5mil, SM Nitrile Exam Gloves with EnerGel, EcoTek and Breach Alert, Fentanyl and gastric acid resistant for 4+ hours, 50 gloves/box, 10 boxes/case	1.0		
10.00	0.00	10.00	BX		SWS PF-065-095-NRG/ECO/BAL-GR/WT MD	BX	16.16	161.60
				1.0	Glove, Green/White PF Nitrile 5mil, MD Nitrile Exam Gloves with EnerGel, EcoTek and Breach Alert, Fentanyl and gastric acid resistant for 4+ hours, 50 gloves/box, 10 boxes/case	1.0		
40.00	0.00	40.00	BX		SWS PF-065-095-NRG/ECO/BAL-GR/WT LG	BX	16.16	646.40
				1.0	Glove, Green/White PF Nitrile 5mil, LG Nitrile Exam Gloves with EnerGel, EcoTek and Breach Alert, Fentanyl and gastric acid resistant for 4+ hours, 50 gloves/box, 10 boxes/case	1.0		
10.00	0.00	10.00	BX		SWS PF-065-095-NRG/ECO/BAL-GR/WT XL	BX	16.16	161.60
				1.0	Glove, Green/White PF Nitrile 5mil, XL Nitrile Exam Gloves with EnerGel, EcoTek and Breach Alert, Fentanyl and gastric acid resistant for 4+ hours, 50 gloves/box, 10 boxes/case	1.0		
1.00	0.00	1.00	EA		OMNIA POP	EA	0.00	0.00
				1.0	OMNIA Contract #159469	1.0		



# QUOTATION

801 W. 116th Avenue  
 Ste #400  
 Westminster, CO 80234  
 303-322-3577  
 www.safewareinc.com

Order Number	
1813128	
Order Date	Page
7/9/2021 17:14:06	2 of 2

Quote Expires On 9/30/2021

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Disp.</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
						<i>Unit Size</i>			

Lead Agency: Port of Portland  
 Public Safety, Emergency Preparedness, Safety  
 Equipment and Solutions  
 April 1, 2021 - April 1, 2026  
 Standard freight PAID, all HAZMAT/expedited  
 freight billed. \*Register with OMNIA at  
[www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)

Total Lines: 5

**SUB-TOTAL:** 1,050.40  
**TAX:** 96.64  
**AMOUNT DUE: 1,147.04**  
*Actual freight added per freight terms*