EXHIBIT
"A"

#### CITY OF ROUND ROCK AGREEMENT FOR PURCHASE OF PUBLIC SAFETY EQUIPMENT WITH SAFEWARE, INC.

THE STATE OF TEXAS	§	
	§	
CITY OF ROUND ROCK	§	KNOW ALL BY THESE PRESENTS:
	§	
COUNTY OF WILLIAMSON	§	
COUNTY OF TRAVIS	§	

This Agreement is for the purchase of public safety equipment and related services, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the day of the month of Jhyholo, 2019, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and SAFEWARE, INC., whose offices are located at 4403 Forbes Boulevard, Lanham, Maryland 20706, referred to herein as "Vendor." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

#### **RECITALS:**

WHEREAS, City desires to purchase public safety equipment needed to support City operations, and City desires to obtain said goods from Vendor; and

WHEREAS, City is a participating public agency in US Communities Government Purchasing Alliance, a cooperative purchasing program; and

WHEREAS, City desires to purchase certain goods and related services from Vendor through US Communities Cooperative Contract No. 4400008468, attached as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

#### NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

#### 1.0 **DEFINITIONS**

- A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to obtain specified goods and Vendor is obligated to provide specified goods. This Agreement includes any exhibits, addenda, and/or amendments thereto.
  - B. City means the City of Round Rock, Williamson and Travis Counties, Texas.
- C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.
  - D. Goods mean the specified supplies, materials, commodities, or equipment.
  - E. **Vendor** means SafeWare, Inc., or any successors or assigns.

#### 2.0 EFFECTIVE DATE; INITIAL TERM; ALLOWABLE RENEWALS

- A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.
  - B. This Agreement shall expire on September 30, 2023.

#### 3.0 SCOPE OF WORK

- A. The goods and related services which are the subject matter of this Agreement are described generally in the attached Exhibit "A."
- B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.
- C. Vendor shall satisfactorily provide all deliverables and services described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement, including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

#### 4.0 COSTS

- A. City agrees to pay for goods and related services during the term of this Agreement at the pricing set forth in Exhibit "A."
- B. The City shall is authorized to pay the Services Provider an amount not-to-exceed Fifty-Five Thousand and No/100 Dollars (\$55,000.00) per year for a total not-to-exceed amount of Two Hundred Seventy-Five Thousand and No/100 Dollars (\$275,000.00) for the term of this Agreement.

#### 5.0 INVOICES

All invoices shall include, at a minimum, the following information:

- 1. Name and address of Vendor;
- 2. Purchase Order Number;
- 3. Description and quantity of items received; and
- 4. Delivery dates.

#### 6.0 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may effect such termination by giving Vendor a written notice of termination at the end of its then-current fiscal year.

#### 7.0 PROMPT PAYMENT POLICY

Prompt Payment Act. In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Vendor will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- 1. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- 2. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- 3. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- 4. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

#### 8.0 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### 9.0 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

#### **10.0 INSURANCE**

Vendor shall meet all City of Round Rock insurance requirements set forth at: <a href="http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr">http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr</a> insurance 07.20112.pdf.

#### 11.0 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Chief Allen Banks
Police Department
2701 North Mays Street
Round Rock, TX 78665
(512) 255-8877
abanks@roundrocktexas.gov

#### 12.0 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City acquiring the specified goods elsewhere.

Vendor shall be declared in default of this Agreement if it does any of the following and fails to cure the issue within thirty (30) days of receipt of written notice:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Becomes insolvent or seeks relief under the bankruptcy laws of the United States, and is unable to perform its material obligations under the Agreement.

#### 13.0 TERMINATION AND SUSPENSION

- A. In the event of any uncured default by either party, the non-defaulting party has the right to terminate the affected portions of this Agreement for cause, upon ten (10) days' written notice to the defaulting party following the cure period.
- B. In the event City terminates under this section, the following shall apply: Upon the effective date of the termination, Vendor shall discontinue performance of the affected Services and will schedule the removal of the affected Equipment. The City will be responsible only for amounts due and owing for the terminated affected Services and affected Equipment up through the date of termination.

#### 14.0 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

- A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.
- B. Vendor acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Vendor agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Vendor agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Vendor agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.
- C. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

#### 15.0 ASSIGNMENT AND DELEGATION

The parties hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

#### 16.0 NOTICES

- A. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:
  - 1. When delivered personally to recipient's address as stated in this Agreement; or
  - 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

#### **Notice to Vendor:**

SafeWare, Inc. 4403 Forbes Boulevard Lanham, Maryland 20706

#### **Notice to City:**

City Manager Stephan L. Sheets, City Attorney

221 East Main Street AND TO: 309 East Main Street Round Rock, TX 78664 Round Rock, TX 78664

B. Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

#### 17.0 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

#### 18.0 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

#### 19.0 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

#### 20.0 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

#### 21.0 MISCELLANEOUS PROVISIONS

- A. Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.
- B. Time is of the Essence. The parties agree that, from time to time, certain unique transactions may have special requirements relative to timing and, accordingly, the parties will identify those transactions and exercise best efforts to accomplish those transactions within the stated timeframe. Other timing requirements will be met in a commercially reasonable manner. Where damage is caused to City due to Vendor's failure to perform in the special timing requirement circumstances, and subject to the Limitation of Liability provision in the Exhibit "A" (SSA), City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.
- C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.
- **D.** Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

SafeWare, Inc.	
By:  Printed Name:  Title:  Date Signed:  Date Signed:	_
City of Round Rock, Texas  By:	
Printed Name:	_
Title: Date Signed:	_
For City, Attest:	
By: Sara L. White, City Clerk	
For City, Approved as to Form:	
Ву:	
Stephan L. Sheets, City Attorney	

# "Exhibit "A County of Fairfax



# County of Fairfax, Virginia

#### **NOTICE OF AWARD**

Date: JUN - 7 2018

CONTRACT TITLE:

Public Safety and Emergency Preparedness Equipment

and Related Services

RFx NUMBER

RFP2000002547

**CONTRACT NUMBERS:** 

4400008468 - Safeware, Inc.

4400008495 - Mallory Safety and Supply LLC.

NIGP CODES:

34020, 34054, 34072, 34080, 34087, 34540, 34574,

68008, 68068, 68067, 99029

**CONTRACT PERIOD:** 

October 1, 2018 through September 30, 2023

RENEWALS:

Five (5) One-Year Options

(or a combination of the years)

SUPERSEDES CONTRACTS:

4400001839 (Safeware, Inc.);

4400001840 (Mallory Safety and Supply LLC.)

**CONTRACTOR:** 

SUPPLIER CODE:

Safeware, Inc. 4403 Forbes Blvd Lanham, MD 20706

1000011775

Contact:

Rick Bond, Vice President of Sales

Phone:

301-542-3258

E-mail:

rbond@safeareinc.com

For ordering, go to www.safewareinc.com

Mallory Safety and Supply, LLC 1040 Industrial Way

1000017276

1040 Industrial Way Longview, WA 98632

Contact:

Allison Windsor, Director of Government Sales

Phone:

818-644-9484

E-mail:

allison.windsor@malloryco.com

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427 Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

Notice of Award 4400008468 (Safeware) 4400008495 (Mallory) Page 2

DELIVERY:

N/A

TERMS:

Net 30 Days

FOB:

Destination

PRICES:

See Attached Pricing Schedule

DPSM CONTACT:

Jamie Pun, VCO, CPPB, Contract Specialist II

Telephone: 703-324-3653

Fax: 703-324-3228

E-mail: Jamie.Pun@fairfaxcounty.gov

#### **ORDERING INSTRUCTIONS:**

Any county department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10K) will be routed to DPMM and a purchase order will be executed.

SK-

Jamie Pun, VCO, CPPB Contract Specialist II

#### **DISTRIBUTION:**

Finance - Accounts Payable/e

FRD - Jason Stanley/e

FCPD - Mike Estelle/e

FCPD - Kerene Gordon/e

DPSC - Robert Turner/e

DPWES, Noman Control Pollution Plant - Cliff Davis/e

Sheriff's Office - Kevin Burns/e

COG - Rick Konrad (rkonrad@mwcog.org@mwcog.org)

U.S. Communities - Alexis Turner (aturner@uscommunities.org)

Contractor - rbond@safeareinc.com

ACS, Team 1 – J. Waysome-Tomlin

Contract Specialist - J. Pun

Notice of Award 4400008468 (Safeware) 4400008495 (Mallory) Page 3

Description	% Discount from Safeware & Mallory's List Price
Personal Protective Equipment (PPE)	41%
Explosive Device Mitigation and Remediation Equipment	41%
Environmental Monitoring	41%
CBRNE Search & Rescue Equipment	41%
Interoperable Communications Equipment	41%
Detection Equipment	41%
Decontamination Equipment	41%
Hazardous Materials Storage	41%
Spill Control and Containment	41%
Physical Security Enhancement Equipment	41%
Fire and Emergency Response	41%
Traffic Safety	41%
Facility Safety and Maintenance	41%
Fall protection and Confined Space	41%
Medical and First Aid Supplies	41%
CBRNE Reference Materials	41%
Automated External Defibrillators (AEDs)	41%
Ammunition/Less than Lethal Munitions	41%
Civil Disturbance Gear	41%
Dive Gear/Underwater Recovery/Water Safety	41%
Police Fleet Management Products	41%
Law Enforcement Software	41%
Public Safety Aviation – Helicopters	41%

Notice of Award 4400008468 (Safeware) 4400008495 (Mallory) Page 4

Description	% Discount from Safeware & Mallory's List Price
Public Safety Uniforms	41%
Vehicles	41%
Trainers and Training Equipment	41%
Vending Solutions	41%
Related Services	41%
Other Non-listed Public Safety, Law Enforcement and Fire Equipment	41%

The attached technical service, rental and training price lists are added and Contractor agrees that the pricing is the maximum rate and/or pricing allowed under this contract. In addition, pricing may be negotiated to a lower rate and/or price.

4400008468	4400008495
Contract	Contract

**Technical Services Rates** 

Safeware-Mallory

ORy	ea	ea	69	69	ea	ea	Ca	rc tr	co Co	ea ea
USC Price	\$ 58.50	85.50	24.30	7.20	67.50	28.80	\$ 2,223.00	\$ 3,505.50	\$ 4,873.50	256.50
Discount	10%	10% \$	10% \$	10% \$	10% \$	10% \$	10% \$	10%	10% \$	10% \$
Unit Price	\$ 65.00	\$ 95.00	\$ 27.00	\$ 8.00	\$ 75.00	\$ 32.00	\$ 2,470.00	\$ 3,895.00	\$ 5,415.00	\$ 285.00
Derails	Repairs & Batteries Not Included, Onsite Service fees may apply	Repairs & Batteries Not Included, Onsite Service fees may apply	Excludes refill; Pick-up and delivery fees may apply	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	Hydro Testing	Hazmat shipping fees apply to refilled cylindars, Pick-up & delivery fees may apply	Operational evaluation, Parts & labor for 50hr preventative maintenance, (1) ea. Air sample, calibration & certification service. Additional repair fees not included.	Operational evaluations performed quarterly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	Operational evaluations performed monthly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	Air Sample Draw
Description	Posichek Bench Test for the following Manufacturer's; Avon, Draeger, MSA, Scott & Survivair	Posichek 3 Bench Test for the following Manufacturer's; Interspiro	Pressure testing up to 4500 psi, includes devalving	Breathable air cylinders up to 4500 psi	Hydrostatic testing 6000 lb	Breathable air cylinders up to 6000 psi	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Breathable Air Testing, Grade D Air Quality
Service Type	Flow Testing	Flow Testing-Interspiro	Hydrostatic Testing	Cylinder Refill 4500 psi	DOT Hydrostatic Testing	Cylinder Refill 6000 psi	Compressor Service 1 & 50 Maintenance	Compressor Service 4 & 50 Maintenance	Compressor Service 12 & 50 Maintenance	Air Sample

Contract 4400008468 Contract 4400008495	
<b>Technical Services Rates</b>	
llory	The state of the s

Safeware-Mallory

Service Type	Description	Datails	Unit Price	e Discount	arut	USC Price	eg.
Fit Testing, Qualitative	Respiratory Manual fit test service; Bitrex	Per Mask	\$ 45	45.00 10%	*	\$ 40.50	ea
Fit Testing, Quantitative	Respiratory Computer aided fit test service	Per Mask	\$ 45	45.00 10%	~ ~	\$ 40.50	Ga Ga
Mask Cleaning	Cleaning & disinfecting of face mask only	Replacement parts not included	\$ 50	50.00 10%	%	\$ 45.00	0
SCBA Cleaning	Clean, disinfect & inspection service includes Case	Replacement parts not included	\$ 95	95.00 10%		\$ 85.50	8
Fire Hase Testing	Pressure Testing	Price per linear foot up to 4" hose	\$ 0	0.95 10%	-	\$ 0.86	5
Fire Hose Repair	Nozzle & appliance repair	Call for Quote			Ī		ęa
Fire Hose Coupling Repair	Hose recouping	Call for Quote	-			45.	ea
Breather Box	Air Systems Breather Box service: Function test	(1) each Air sample certification & Calibration service	\$ 350.00	00 10%		\$ 315.00	æ a
Level A Suit Testing	Pressure testing with annual certification	A Letter of decontamination certification must be attached to each suit prior to service	\$ 105.00	00 10%	-	\$ 94.50	69
Evaluation	Evaluation Fee for Gas Detection service only-refused repair	Fee is walved if new instrument is purchased through Safeware	\$ 75.00	00 10%	1	\$ 67.50	60
Calibration Service	Portable Gas Detection service to include preventative maintenance, calibration & software upgrades	Price based on standard 4 gas mix, Repair parts & Iabor not included	\$ 95.00	30 10%	۰/۰ %	85.50	69
Fixed System Gas Detection	Preventative Maintenance , calibration & software upgrade	Price per sensor site; Onsite Service Fee will apply to this service, Repair parts & labor not included; Call for Quote				v.	ę s
Emergency Shelter Cleaning Small	Clean & disinfect; less then 350 sq foot deployment area	Pick up & delivery fees not included	\$ 670.00	30 10%	χ <sub>0</sub>	603.00	ea
Emergency Shelter Cleaning Medium	Clean & disinfect; 351 to 499 sq foot deployment area	Pick Lp & delivery fees not included	\$ 950.00	00 10%	\$	855.00	69
Emergency Shelter Cleaning	Emergency Shelter Cleaning Clean & disinfect, 500+ sq foot deployment	Pick up & delivery fees not included	\$ 1,170.00	10%		\$ 1.053.00	eg

394202B

69

\$ 1,053.00

10%

\$ 1,170.00

Call for Quote

Design, install & training service for Horizontal Lifeline/fixed system

Fixed Fall Protection Systems

ea

S

# **Technical Services Rates**

Safeware-Mallory

Contract 4400008468 Contract 4400008495

Labor       Hourly Technician rate       Price per hour; billed in 15 minute       \$ 95.00       10%         Rush Charge       Expedited repair service; per unit fee       Service is dependent upon part and increments       \$ 100.00       10%         Pick up/Delivery Fee       Per Occurrence Fee       Call for Availability. This charge is in addition to other applicable fees       \$ 150.00       10%         On-Site Service- Daily Rate       Customer site; per occurrence included. Please Call for availability       \$ 150.00       10%         After Hour Response       After standard business hours; Emergency Hourly Response Fee applicable fees       This charge is in addition to other Standard business hours; Emergency Price per hour, per technician       \$ 125.00       10%         Travel/ Ludging       Lodging Fcc       Per Mile over 60 mile radius from Service       \$ 0.65       10%         PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE SERVICES MAY NOT BE AVAILABLE AND LAND LAND BE AVAILABLE AND LAND LAND BE AVAILABLE AND LAND LAND LAND LAND LAND LAND LAND	Serving Type	Description	Detrils	Unit Price	n Discount	甘	USC Price	Æ
Rush Charge       Expedited repair service; per unit fee       Service is dependent upon part and addition to other applicable fees       \$ 100.00       10%         Pick up/Delivery Fee       Per Occurrence Fee       Call for Availability       \$ 150.00       10%         On-Site Service- Daily Rate       Customer site; per occurrence included. Please Call for availability       \$ 150.00       10%         After Hour Response       After standard business hours: Emergency Hourly Response Fee       Price per hour, per technician       \$ 125.00       10%         Travel Rate       Hourly Travel Rate       Price per hour, per technician       \$ 200.00       10%         TRAVEL MILEAGE       Mileage Charge       Per Mile over 60 mile radius from Service       \$ 0.62       10%         PLEASE NOTE THAT All SERVICES MAY NOT BE AVAILABLE IN ALL SERVICES MAY NOT BE AVAILABLE MAY NOT BE AVAILABLE MAY NOT BE AVAIL	Labor	Hourly Technician rate	Price per hour; billed in 15 minute increments			\\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\ \\	85.50	Са
Pick up/Delivery Fee       Call for Availability       \$ 150.00       10%         On-Site Service- Daily Rate       Customer site; per occurrence included. Please Call for availability       Travel & accommodation fees not included. Please Call for availability       \$ 150.00       10%         After Hour Response Hourly Response Fee Travel Rate       Hourly Response Fee Hourly Travel Rate       Price per hour, per technician       \$ 125.00       10%         TRAVEL MILEAGE       Mileage Charge       Per Mile over 60 mile radius from Service       \$ 0.652       10%	Rush Charge	Expedited repair service; per unit fee	Service is dependent upon part and technician availability. This charge is in addition to other applicable fees			· · · ·	90.00	69
On-Site Service- Daily Rate       Customer site; per occurrence included. Please Call for availability       Travel Response       Travel Response Fee       Travel Recommodation to other applicable fees       \$ 650.00       10%         After Hourly Response Fee       Hourly Response Fee       Price per hour, per technician       \$ 125.00       10%         Travel/ Lodging       Lodging Fee       Per Mile over 60 mile radius from Service       \$ 200.00       10%         PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE IN ALL SERVICES MAY NOT BE AV	Pick up/Delivery Fee	Per Occurrence Fee	Call for Availability			\$	135.00	69
After Hour Response After standard business hours: Emergency This charge is in addition to other \$ 125.00 10%  Travel Rate Hourly Travel Rate Price per hour, per technician \$ 95.00 10%  TRAVEL MILEAGE MISSERMAY NOT BE AVAILABLE IN ALL SCATIOGE CHARGE CHA	On-Site Service- Daily Rate	Customer site; per occurrence	Travel & accommodation fees not included. Please Call for availability	\$ 650.	ļ	<b>S</b>	585,00	e
Travel Rate       Price per hour, per technician       \$ 95.00       10%         Travel/ Lodging       Lodging Fec       Per night /Per technician       \$ 200.00       10%         TRAVEL MILEAGE       Mileage Charge       Per Mile over 60 mile radius from Service       \$ 0.62       10%         PLEASE NOTE THAT All SENICES MAY NOT BE AVAILABLE IN ALL DOCATIONS       \$ 0.62       10%	After Hour Response	After standard business hours; Emergency Hourly Response Fee	This charge is in addition to other applicable fees	\$ 125.		45	112.50	ea
TRAVEL MILEAGE  Mileage Charge  Per night /Per technician \$ 200.00 10%  TRAVEL MILEAGE  Mileage Charge  Center  Center	Travel Rate	Hourly Travel Rate	Price per hour, per technician	\$ 95.	1	\$	85.50	69
TRAVEL MILEAGE  Mileage Charge  Center	Iravei/ Lodging	Lodging Fee	Per night /Per technician	\$ 200.	_	S.	180.00	ng ng
PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE IN ALL LOCATIONIC CONTENTS OF THE CONTENTS	TRAVEL MILEAGE	Mileage Charge	Per Mile over 60 mile radius from Service Center	\$ 0.		<b>V</b> 5	0.56	ea
CONTACT THE SERVICES WITH THE BEAVAILABLE IN ALL LOCATIONS. UNSITE SERVICE FEES MAY APPLY TO SERVICES LISTED. CONTACT	PLEASE NOTE THAT ALL SI	ERVICES MAY NOT BE AVAILABLE IN ALL	LOCATIONS. ONSITE SERVICE FEES MA	Y APPLY	TO SERVIC	CESL	STED. CO	NTACT

Exhibit "A"

Standard or Expedited Shipping costs are not included. Some material may require hazardous material shipping. Other rental equipment available, call for information

Public Safety and Emergency Preparedness Equipment and Related Services

Contract 44000008468 Contract 44000008495

#### 28. TRAINERS AND TRAINING EQUIPMENT

Training Equipment - 41% off List Price

Training Classes - 10% off List Price - see below

#### 30. RELATED SERVICES

Classroom or Onsite Training	Pu	blished Price	Discount		USC Price	
Half Day	\$	975.00	10%	\$	877.50	
Full Day	5	1,500.00	10%	\$	1,350.00	
Travel Rate Half Day	\$	487.50	10%	\$	438.75	
Travel Rate Full Day	\$	750.00	10%	Ś	675.00	
SET Public Order Training*	\$	788.89	10%	Ś	710.00	

<sup>\*</sup>SET Public Order Training - Foundation Course for Public Order & Crowd Management Policing (Basic/Intermediate) 4 day class. Price per student, minimum of 32 students per class.

#### Training Classes:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue.
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Gwn OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Compotent Person
- Fire Prevention & Fire Extinguishers
- First Ald CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse).
- Forklift Train the Trainer.
- Hand & Portable Power Tools
- Hazard Communication/Aight to Know
- Hazard Identification

- Hazardous Material's Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Tuam (initial and rufresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Weste Management (initial and refresher)
- Hearing Conservation
- High Voltage Flectrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockbut/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest.
- Law Enforcement Public Order Command Foundation Course
- Machine Guardine
- Material Handling
- Mobile Cranes & Rigging
- NEPA70E
- USHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General industry.
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment

Safeware-Mallory Related Services & Training Price List

Public Safety and Emergency Preparedness Equipment and Related Services

Contract 4400008468 Contract 4400008495

- Fower Tool Safety
- PPE Hazard Assessments
- Respirator, Fig. Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs

- Scaffold User
- Scaffold Competent Person
- Slinging and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Computent Person
- Work Zone Safety Supervisor

#### **Training Classes Terms:**

Maximum quantity of student varies with course.

Customized classes available.

Basic Training material included.

Additional equipment may be required and is not included in the rates.

Travel and Accommodations not included.

Half-day minimum.

Training facilities provided by customer.

Some courses may require multiple days.