

#### Sheriff Angela Brandenburg

Jesse Ashby, Undersheriff Lee Eby, Undersheriff Brad O'Neil, Undersheriff

5/22/2025	BCC Agenda Date/Item:

Board of County Commissioners Clackamas County

Approval of a Goods and Services Contract with 911 Supply for employee uniform items. Contract Value is \$1,080,000 for 3 years. Funding is through budgeted County General Funds.

Previous Board	No prior action/review		
Action/Review			
Performance	Ensure safe, healthy and secure communities.		
Clackamas	_		
Counsel Review	No	Procurement	Yes
		Review	
Contact Person	Patrick Williams	Contact Phone	503-785-5012

**EXECUTIVE SUMMARY**: CCSO Deputies require specific uniform items including bulletproof vests and tactical clothing to stay safe on the job. This agreement will allow CCSO to acquire the appropriate items as well as embroidery & uniform fittings for employees.

**RECOMMENDATION:** Staff recommends approval of this agreement.

Respectfully submitted,

angela Brandenburg

Sheriff Angela Brandenburg

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## CLACKAMAS COUNTY GOODS AND SERVICES CONTRACT Contract #0000001216

This Goods and Services Contract (this "Contract") is entered into between 911 Supply, Inc. ("Contractor"), and Clackamas County, a political subdivision of the State of Oregon ("County"), on behalf of its Sheriff's Office for the purposes of providing Police Officer Uniforms and Uniform Accessories.

#### ARTICLE I.

- 1. Effective Date and Duration. This Contract shall become effective upon signature of both parties and shall remain in effect until June 30, 2028 or until completion of all obligations provided herein, whichever is later.
- 2. Scope of Work. The Contractor shall provide the goods and services identified in Invitation To Bid 2025-03, attached and incorporated herein as "Exhibit A," and Contractor's Bid, attached and incorporated herein "Exhibit B" (collectively, the "Work"). Work shall be performed in accordance with a schedule approved by the County.
- **3.** Consideration. The maximum amount County may pay Contractor, from available and authorized funds, for performing the Work during the entire three (3) year term of the Contract shall not exceed One Million Eighty Thousand Dollars (\$1,080,000.00).

Because this is an on-call or as-needed contract, and the exact amount of Work needed, if any, is unknown. Nothing herein shall be construed as a promise to pay Contractor the full \$1,080,000.00 authorized herein.

Consideration rates are on a time and materials basis in accordance with the rates and costs specified in Exhibit B. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit B.

4. Invoices and Payments. Unless otherwise specified, Contractor shall submit monthly invoices for Work performed. Invoices shall describe all Work performed with particularity, by whom it was performed, and shall itemize and explain all expenses for which reimbursement is claimed. The invoices shall include the total amount billed to date by Contractor prior to the current invoice. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Payments shall be made to Contractor within forty-five (45) days following the County's review and approval of invoices submitted by Contractor. Contractor shall not submit invoices for, and the County will not be obligated to pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment. Payment information will be reported to the Internal Revenue Service ("IRS") under the name and taxpayer ID number submitted. (See I.R.S. 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records will subject Contractor payments to backup withholding.

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5.	Travel Expense Reimbursement. Authorized:	Yes Yes	⊠ No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

**6. Contract Documents**. This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit A and Exhibit B.

7. Contractor and County Contacts.

Contractor Administrator: Kole Herndon
Phone: 503-393-4911
Email: koleh@911supply.com

County Administrator: Patrick Williams
Phone: 503-785-5000
Email: pwilliams@clackamas.us

#### ARTICLE II.

- 1. Access to Records. Contractor shall maintain books, records, documents, and other evidence, in accordance with generally accepted accounting procedures and practices, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor, which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall maintain such books and records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. Availability of Funds. Any continuation or extension of this Contract after the end of the fiscal period in which it is written is contingent on a new appropriation for each succeeding fiscal period sufficient to continue to make payments under this Contract, as determined by the County in its sole administrative discretion.
- 3. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. Compliance with Applicable Law. Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as such may be amended from time to time.
- 5. Governing Law. This Contract, and all rights, obligations, and disputes arising out of it, shall be governed and construed in accordance with the laws of the State of Oregon and the ordinances of Clackamas County without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this section be construed as a waiver by the County of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. Contractor, by execution of this Contract, hereby consents to the personal jurisdiction of the courts referenced in this section.
- 6. Hazard Communication. Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal

requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.

7. Responsibility for Damages; Indemnity. Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify and defend the County, and its officers, elected officials, agents, and employees, from and against all claims, actions, losses, liabilities, including reasonable attorney and accounting fees, and all expenses incidental to the investigation and defense thereof, arising out of or based upon Contractor's acts or omissions in performing under this Contract.

However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of County, purport to act as legal representative of County, or settle any claim on behalf of County, without the approval of the Clackamas County Counsel's Office. County may assume its own defense and settlement at its election and expense.

- 8. Independent Contractor Status. The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the Work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; and (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits.
- 9. Insurance. Contractor shall secure at its own expense and keep in effect during the term of the performance under this Contract the insurance required and minimum coverage indicated below. The insurance requirement outlined below do not in any way limit the amount of scope of liability of Contractor under this Contract. Contractor shall provide proof of said insurance and name the County as an additional insured on all required liability policies. Proof of insurance and notice of any material change should be submitted to the following address: Clackamas County Procurement Division, 2051 Kaen Road, Oregon City, OR 97045 or procurement@clackamas.us.

**Required - Workers Compensation**: Contractor shall comply with the statutory workers' compensation requirements in ORS 656.017, unless exempt under ORS 656.027 or 656.126.

Required – Commercial General Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.

Required – Professional Liability: Combined single limit, or the equivalent, of not less than \$1,000,000 per claim, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.

Required – Automobile Liability: Combined single limit, or the equivalent, of not less
than \$1,000,000 per accident for Bodily Injury and Property Damage.

The policies shall be primary insurance as respects to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it. Any obligation that County agree to a waiver of subrogation is hereby stricken.

- 10. Limitation of Liabilities. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent. Except for liability arising under or related to Article II, Section 14 or Section 21, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contact in accordance with its terms.
- 11. Notices. Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article 1, Section 6. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or procurement@clackamas.us. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

#### 12. Reserved.

- 13. Representations of Warranties. Contractor represents and warrants the following:
  - A. Contractor has the power and authority to enter into and perform this Contract;
  - **B.** This Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
  - C. Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work;
  - **D.** Contractor is an independent contractor as defined in ORS 670.600.
    - If providing goods, all goods provided by Contractor under this Contract shall meet all standards and specifications set forth in Exhibit A and Exhibit B, that the goods shall be merchantable, and shall be fit for County's intended use, described in Exhibit A and Exhibit B. As necessary, the County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this warranty. Failure of Contractor to promptly correct problems pursuant to this warranty shall be deemed a material breach of this Contract.
  - **E.** If providing services, the services provided by Contractor under this Contract will be performed in a workmanlike manner and in accordance with the highest professional standards.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

#### 14. Delivery and Inspections.

A. All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

- **B.** Goods furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County in its sole discretion. If the County finds the goods furnished to be incomplete or not in compliance with the Contract, the County, in its sole discretion, may either reject the goods, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods to the County at a reduced price. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods, terminate the Contract, and pursue any and all rights and remedies available to County at law, in equity, or under this Contract. Nothing in this paragraph shall in any way affect or limit the County's rights as a buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
- 15. Survival All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article II, Sections 1, 5, 6, 7, 10, 12, 13, 15, 16, 17, 18, 21, 22, 23, 27, and 31, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. Severability. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 17. Subcontractors and Assignments. Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Article II, Sections 1, 7, 8, 13, 22, and 31, as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.
- **18. Successors in Interest.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.
- 19. Tax Compliance and Certifications. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 20. Termination. This Contract may be terminated for the following reasons: (A) by mutual agreement of the parties or by the County (i) for convenience upon thirty (30) days written notice to Contractor, or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County; or (B) if Contractor breaches any Contract provision or is declared insolvent, County may terminate after thirty (30) days written notice with an opportunity to cure.

Upon receipt of written notice of termination from the County, Contractor shall immediately stop performance of the Work. Upon termination of this Contract, Contractor shall deliver to County all documents, Work Product, information, works-in-progress and other property that are or would be

- deliverables had the Contract Work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research, objects or other tangible things needed to complete the Work.
- 21. Remedies. If terminated by the County due to a breach by the Contractor, then the County shall have any remedy available to it at law, in equity, or under this Contract including, but not limited to, any remedy available under ORS Chapter 72. If this Contract is terminated for any other reason, Contractor's sole remedy is payment for the goods and services delivered and accepted by the County, less any setoff to which the County is entitled.
- **22. No Attorney Fees.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. No Third Party Beneficiaries. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- **24. Time is of the Essence.** Contractor agrees that time is of the essence in the performance of this Contract.
- 25. Foreign Contractor. If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. Force Majeure. Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- **27.** Waiver. The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- **28. Public Contracting Requirements.** Pursuant to the public contracting requirements contained in Oregon Revised Statutes ("ORS") Chapter 279B.220 through 279B.235, Contractor shall:
  - a. Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in the Contract.
  - b. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of the Contract.
  - c. Not permit any lien or claim to be filed or prosecuted against County on account of any labor or material furnished.
  - d. Pay the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
  - e. As applicable, the Contractor shall pay employees for work in accordance with ORS 279B.235, which is incorporated herein by this reference. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract, and failure to comply is a breach entitling County to terminate this Contract for cause.

- f. If the Work involves lawn and landscape maintenance, Contractor shall salvage, recycle, compost, or mulch yard waste material at an approved site, if feasible and cost effective.
- 29. Cooperative Contracting. Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

#### 30. Reserved.

911 Supply, Inc.

- 31. Merger. This Contract constitutes the entire agreement between the parties with respect to the subject matter referenced herein. There are no understanding, agreements, or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature hereto of its authorized representative, acknowledges having read and understood this contract and Contractor agrees to be bound by its terms and conditions.
- **32. Execution and Counterparts.** This Contract may be executed in several counterparts (electronic or otherwise), each of which shall be an original, all of which shall constitute the same instrument.
- **33. Amendment**. This Contract may only be modified in writing signed by the parties.

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

<u> </u>	
Chair	Date
Name:	
Approved as to Form:	
County Counsel	Date
	Chair Name:

Clackamas County

#### EXHIBIT A ITB 2025-03



# INVITATION TO BID ITB # 2025-03 Police Uniforms and Accessories

**ISSUE DATE: February 10, 2025** 

BID DUE DATE AND TIME February 26, 2025 (2:00 PM, PST)

### **SUBMITTAL LOCATION:**

**Clackamas County Procurement Division** 

https://bidlocker.us/a/clackamascounty/BidLocker

#### 1.0 GENERAL

#### 1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date	February 10, 2025
Protest of Specifications Deadline	February 18, 2025
Request for Clarification or Change Deadline	February 20, 2025
Bid Due Date and Time	
Deadline for Protest of Award	7 calendar days after date
	on Notice of Award letter
Anticipated Contract Begin Date	

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

#### 1.02 **ISSUING OFFICE:**

Bidding Documents can be downloaded from OregonBuys at the following address: <a href="https://oregonbuys.gov/bso/view/login/login.xhtml">https://oregonbuys.gov/bso/view/login/login.xhtml</a> Document No. S-C01010-0000012798. Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

The Procurement Division of Clackamas County ("County") is the issuing office and is the sole point of contact for this Invitation to Bid ("ITB"). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name:

Thomas Candelario

Title:

Procurement Analyst, Sr.

Email:

tcandelario@clackamas.us

#### 1.03 **DEFINITIONS**

As used in this ITB, the terms set forth below are defined as follows:

- 1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
- 2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
- 3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
- 4. "Bidder" means an entity that submits a Bid in response to an ITB.
- 5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
- 6. "Invitation to Bid" or "ITB" means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
- 7. "LCRBR" means the Clackamas County Local Contract Review Board Rules found at: <a href="https://www.clackamas.us/code">https://www.clackamas.us/code</a>
- 8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.
- 9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
- 10. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

#### 2.0 INTRODUCTION AND BACKGROUND

#### 2.01 <u>INTRODUCTION:</u>

Clackamas County Sheriff's Office seeks bids to provide uniform and bulletproof vest items for Deputies.

#### 2.02 BACKGROUND:

Clackamas County Sheriff's Office Deputies require specific uniform items including bulletproof vests and tactical clothing to stay safe on the job.

#### 3.0 SPECIFICATIONS / STATEMENT OF WORK

#### 3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference.

#### 3.02 TERMS AND CONDITIONS:

Sample Contract: Submission of a Proposal in response to this ITB indicates Proposer's willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this ITB. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract.

The applicable **Sample Goods and Services** Contract.

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.

#### 4.0 BIDDER QUALIFICATIONS

#### 4.01 <u>MINIMUM QUALIFICATIONS</u>:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below: N/A

#### 5.0 REQUIRED SUBMITTALS

#### 5.01 SUBMISSION OF BID AND QUANTITY:

Bids will only be accepted electronically thru a secure online bid submission service, <u>Bid Locker</u>. Email submissions to Clackamas County email addresses will no longer be accepted.

- A. Completed proposal documents must arrive electronically via Bid Locker located at <a href="https://bidlocker.us/a/clackamascounty/BidLocker">https://bidlocker.us/a/clackamascounty/BidLocker</a>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.

- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <a href="https://www.clackamas.us/how-to-bid-on-county-projects">https://www.clackamas.us/how-to-bid-on-county-projects</a>.

#### 5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in Exhibit A.
- Detailed information about how the Bidder meets the minimum qualifications detailed in Section 4.
- Exhibit B, Certifications, fully completed.
- Exhibit C, References, fully completed.
- Exhibit D, Bid Price Form, fully completed.

#### 6.0 EVALUATION AND AWARD

#### 6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

#### 6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

#### 6.03 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contactor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

#### 6.04 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services,

compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

#### 7.0 INSTRUCTIONS TO BIDDERS

#### 7.01 <u>APPLICABLE STATUTES AND RULES:</u>

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRBR.

#### 7.02 <u>MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:</u>

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

#### 7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted on OregonBuys. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

#### 7.04 PROTESTS OF THE BID/SPECIFICATIONS:

Protests must be in accordance with LCRBR C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this ITB. Protests may not be faxed. Protests of the ITB specifications must include the reason for the protest and any proposed changes to the requirements.

#### 7.05 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check projects OregonBuys listing for any published Addenda or response to clarifying questions.

#### 7.06 PREPARING AND SIGNATURE:

All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

#### 7.07 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a "trade secret" the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

#### 7.08 <u>MODIFICATION</u>:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

#### 7.09 WITHDRAWLS:

A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder's letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.

#### 7.10 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).

#### 7.11 BIDS ARE OFFERS:

The Bid is the Bidder's offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County's award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.

#### 7.12 <u>CONTINGENT BIDS:</u>

Bidder shall not make its Bid contingent upon County's acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.

#### 7.13 RIGHT TO REJECT:

County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County's Written finding that it is in the public interest to do so. County may reject all Bids for good cause, if upon County's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

#### 7.14 AWARDS:

County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.

#### 7.15 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

#### 7.16 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders and posted to OregonBuys. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

#### 7.17 <u>BID PREPARATION COST:</u>

County is not liable for costs incurred by the Bidder during the ITB process.

#### 7.18 <u>BID CANCELLATION:</u>

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

#### 7.19 <u>COLLUSION</u>:

By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the ITB, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

#### 7.20 NONDISCRIMINATION:

The successful proposer agrees that, in performing the work called for by this ITB and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

#### 7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

## EXHIBIT A REQUIRED SPECIFICATIONS

Clackamas County Sheriff's Office ("CCSO") Deputies require specific uniform items including bulletproof vests and tactical clothing to stay safe on the job. The resulting contract will be a master agreement as an on-call, or as needed requirement.

CCSO will direct orders to awarded vendor/s. If needed, the successful bidder/s shall be able to size and fit employees at the specified District location within two (2) working days of receiving notice by the CCSO. As an alternative, the District may waive this requirement if the supplier has a location for sizing and fitting employees that is within 15 driving miles of the Sunnyside CCSO location.

Clackamas County is seeking to contract for the need of various CCSO quality uniforms and associated items.

Specifications – Preference: Preference may be given to vendors who meet the following specifications:

Vendor is required to submit Bids on all of the following items:

	to submit Bids on an of the following items.
74369	5.11 STRYKE PANT; TDU GREEN; SIZES 28 - 44 / INSEAM 30" - 36"
64386	
04300	5.11 WOMEN'S STRYKE PANT; TDU GREEN; SIZE 2 - 20 / REG OR LONG LENGTH
	OR LONG LENGTH
71049	5.11 PERFORMANCE S/S POLO; ALL COLORS; SIZES XS - 2XL
71049	5.11 PERFORMANCE S/S POLO; ALL COLORS; SIZE 3XL
61165	5.11 WOMEN'S PERFORMANCE S/S POLO; ALL COLORS; SIZES XS - XL
	AND AND
72049	5.11 PERFORMANCE L/S POLO; ALL COLORS; SIZES XS - 2XL
72049	5.11 PERFORMANCE L/S POLO; ALL COLORS; SIZE 3XL
62408	5.11 WOMEN'S PERFORMANCE L/S POLO; ALL COLORS; SIZES XS - XL
17380 - 17382	BIANCHI ACCUMOLD 7200 NYLON DUTY BELT -
	2.25"; BLACK; SIZES SMALL - LARGE
17383	BIANCHI ACCUMOLD 7200 NYLON DUTY BELT -
	2.25"; BLACK; SIZE XL
17706 - 17708	BIANCHI ACCUMOLD 7205 NYLON LINER BELT -
	1.5"; BLACK; SIZES SMALL - LARGE
17709	BIANCHI ACCUMOLD 7205 NYLON LINER BELT -
	1.5"; BLACK; SIZE XL
MR02-3A-M-	
2013/2015:	SAFARI-BA MR02 2.0 3A ARMOR
XT03-3A-M-	
2013/2015	SAFARI-BA XT03 2.0 3A ARMOR

SX02-3A-M-		
2013/2015	SAFARI-BA SX02 3A 2.0 ARMOR	
1350430-M-3A-		
2013/2015:	SAFARI-BA1L-LW1 2.03AARMOR	
M2-M-BLK-		
2013/2015	SAFARI-BA M2 2.0 MALE CARRIER	
DN65 M-TG-	property of the contract of th	
2013/2015	SAFARI-BA "OREGON CITY" EXTERNAL CARRIER	
8446-45-LR	BLAUER 8446 S/S SUPER SHIRT MEN	45
		SILVER TAN
8471-45-L/35	BLAUER 8471 ARMOR SKIN L/S SHRT	45
		SILVER TAN
8472-45 <b>-</b> LR	BLAUER 8472 ARMOR SKIN S/S SHRT	45
		SILVER TAN
71049-160-L	5.11 PERFORM POLO S/S MEN	160
		SILVER TAN
72049-160-L	5.11 PERFORMANCE L/S POLO	160
72013 100 E	S.11 F.E.C. ORGINA (OE E/O ) OEO	SILVER TAN
4660-28-	BLAUER 4660 SOFTSHELL FLEECE	28 OD GREEN
LR:	BLACER 4000 BOT THREEL PELLCE	
NT-1X5-	, HERO'S NAME TAPE –	
SLVTAN	,	
48112-019-L :	5.11 SABRE 2.0 JACKET	019:
	J. T. SAIDKE 2.0 SACKET	BLACK
UM10509-FG-36R:	UNITED 10509 IKE 5 BUTTON COAT MN	FG:
		FOREST GREE
74369-190-3632 :	5.11 STRYKE PANT	190 : TDU GRN
UM10076-FG-36R :	UNITED 10076 UNIFORM CLASS A PANT MN	FG:
	THE STATE OF ANY AND AN ALANA	FOREST GREE
4710	DEEDLESS 700C CHAIN LINE HANDSHEE, MIGREL	
4/10	PEERLESS 700C CHAIN-LINK HANDCUFF; NICKEL	
4801	PEERLESS 801C HINGED HANDCUFF; NICKEL	
	POCKETPRESS OREGON CRIMINAL CODE BOOK	
	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	
	DOCUMENTO PROGRAMMA A TOTAL OF THE PROGRAMMA A	
	POCKETPRESS OREGON TRAFFIC CODE BOOK	
	NAME OF THE PROPERTY OF THE PR	
30-0001	NAR COMBAT APPLICATION TOURNIQUET - CAT; BLACK	

180001	FIRST TACTICAL GUARDIAN PATROL BAG; BLACK
59012	5.11 PATROL READY BAG; BLACK
RZRM3ARG2 BRV	ARMOR EXPRESS RAZOR IIIA CONCEALABLE BALLLISTIC PANELS - NIJ MODEL#: RZRG2-A- IIIA
VTXM3ARG2 BRV	ARMOR EXPRESS <b>VORTEX</b> LEVEL IIIA BALLISTIC PANELS; NIJ MODEL#: AEXPG2-A- IIIA
REVMBLK BRV-2	ARMOR EXPRESS REVOLUTION CONCEALABLE CARRIER WITH DOUBLE BACK PLATE POCKETS; BLACK
PLTARAICW 58FE	ARMOR EXPRESS ARA-SHOCK ICW TRAUMA PLATE; SIZE 5" X 8" FE
TRAMMOL* BRV	ARMOR EXPRESS TRAVERSE EXTERNAL CARRIER WITH MOLLE; SPEC NO: 1155-M; ALL COLORS
IDPLC*-TRV	ARMOR EXPRESS ID PLACARD - TRAVERSE CARRIER (SET OF 3)
TP21B	SAFARILAND PROTECH RADIO POUCH WITH BUNGEE; TAC GREEN
TP17A	SAFARILAND PROTECH DOUBLE HANDCUFF POUCH; TAC GREEN
TP10A	SAFARILAND PROTECH DOUBLE PISTOL MAG POUCH; TAC GREEN
TP19A	SAFARILAND PROTECH UTILITY POUCH; SIZE 4" X 8" VERTICAL; TAC GREEN
TP33	SAFARILAND PROTECH TOURNIQUET POUCH; TAC GREEN

In addition to the list above, Bidders should include any additional items and prices available within their product line.

Vendor should provide discount percentage for any items not specifically listed.

#### Requirements:

- Vendor must be a representative for Safariland so Deputies can have their bulletproof vests fitted in person.
- Vendor must offer Uniform items embroidery and hemming

#### EXHIBIT B - CERTIFICATIONS ITB #2025-03

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

#### SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

#### SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

#### SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

- 1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
- 2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
- 3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
- 4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Non-Resident Bidder, Resident State:		
Company Legal Business Name (No DBA/ABN):		
Authorized Signature:	Date:	
Name (Type or Print):	Telephone:()	
Title:	Email:	
Address, City, State, Zip:		
Oregon CCB# (if applicable):  Business Designation (check one):  Corporation Partnership LLC Sole Proprietorship Non-Profit  Minority Owned Women Owned Emerging Small Business  Oregon MWESB Certification Number:  Self-Identified Minority, Women or Emerging Small Business: Yes No		

<b>EXHIBIT</b>	$\mathbf{C}$
REFERENC	CES

## REFERENCE 1 Company: Contact Name: Phone Number: Address: E-Mail: City, State, Zip: Goods or Services Provided: REFERENCE 2 Company: Contact Name: Phone Number: Address: E-Mail: City, State, Zip: Goods or Services Provided: REFERENCE 3 Company:\_\_\_\_\_ Contact Name: Phone Number: Address: E-Mail: City, State, Zip:

Goods or Services Provided:

#### EXHIBIT D - BID PRICE FORM ITB #2025-03

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

ITB: 2025-03 Police Uniforms and Accessories	Date:	
ATTACH FEE/COST SCHEDULE BROKEN	DOWN BY ITEM	
Delivery Time after Receipt of Purchase Order:		
Company:		
Address, City, State, Zip:		4
Contact Name: Telephone:		
Contact Title:	Email:	
By: (Authorized Signature)	Title:	

## EXHIBIT B CONTRACTOR'S BID



Clackamas County Attn: Thomas Candelario

RE: ITB # 2025-03

Cover Letter

Thomas,

911 Supply is pleased to offer a quote and proposal to provide a full service solution for uniforms, ballistics and duty gear.

Founded in 2007, we are an Oregon based company and certified woman owned business specializing in Public Safety uniforms & equipment. We are committed to continue providing the best possible service and support to the Clackamas County Sheriff's Office and all its staff.

We have thoroughly enjoyed working with the county for many years and hope to continue our relationship in this proposal.

Please let me know if you have any questions.

Respectfully,

Kole Herndon Sales Manager 911 Supply Inc. 4101 River Rd N. Keizer, OR 97303 Ph. 503-393-4911 Cell 503-798-3481

Email: KoleH@911supply.com



Clackamas County Attn: Thomas Candelario

RE: ITB # 2025-03

**Qualifications & Experience** 

Thomas,

911 Supply has been in business since 2007 and is trusted by over 400 Law Enforcement agencies in 9 western states including AK and HI providing uniforms, related apparel and tactical gear.

Our 15 full time staff members in our Oregon location have over 80 years combined experience in providing Law Enforcement specific products and take great pride in the work they do.

Our President and Co-owner, Trisha Cummings, oversees the accounting department and has over 30 years' experience in accounting and financial management.

Co-owner Richard Cummings has over 30 years' experience in sales and management as well as over 28 years as a Reserve Officer. Richard oversees management staff in our Oregon and Washington stores.

Account Manager, Kole Herndon, is responsible for onsite visits to CCSO to discuss any issues and facilitate new solutions. This includes updates on products currently used by CCSO. Kole handles all major accounts and contracts in Oregon and has been employed with 911 Supply since 2017. Kole has been in the uniform business for close to a decade.

Inside Sales Supervisor, Kimberly Turner, oversees all agency accounts serviced by our Oregon store. Kimberly manages our 3 full-time customer service staff. All customer service staff have a role in the CCSO contract to include order entry and confirmation emails. Each customer service member's time will vary depending on CCSO needs.

911 Supply employs three full-time experienced tailors in our Keizer store and all have been employed with 911 Supply from 6 to 17 years.



We have adopted leading practices for the manufacture of custom uniforms and inventory management. This includes annual efficiency audits and we invest in regular leadership training for key staff.

911 Supply has over \$2 million in local inventory and new modern equipment including industrial embroidery machines, vinyl cutters, heat press machines and sewing machines. It is worth noting 911 Supply is debt free and we own all our inventory and equipment outright.

911 Supply is an authorized dealer for the products it is offering in this bid. This allows us to provide full warranty and support for said products from the manufacturers.

Lastly, having held this contract for many years we know CCSO's expectations and can match the current specifications.

Respectfully,

Kole Herndon Sales Manager 911 Supply Inc. Ph. 503-393-4911 Cell 503-798-3481

Email: KoleH@911supply.com



Clackamas County Attn: Thomas Candelario

RE: ITB # 2025-03

Ordering, Fulfillment & Invoicing

Thomas,

911 Supply employs 13 full-time staff members in our Oregon location, have over 80 years combined experience in providing Law Enforcement specific products and take great pride in the work they do.

Inside Sales Supervisor, Kimberly Turner, oversees a team of 3 full-time customer service staff. All customer service staff have a role in every CCSO order that 911 Supply receives, from order entry to confirmation emails, and quality checking all items before leaving our Keizer location.

911 Supplies' customer service staff operates with a high order volume on a daily basis, with having multiple employees in this role the workload is split to a very manageable rate. 911 Supply's customer service staff works on many different agency orders daily.

911 Supply has over \$2 million in local inventory which allows agencies to be sized onsite for all products their agency will be issuing them. 911 Supplies' customer service staff has been trained in proper uniform sizing protocols and execute that with many different agencies throughout the state daily. Account Manager, Kole Herndon, is responsible for onsite visits to CCSO if the agency would like to perform in-house fittings.

911 Supply has state-of-the-art and modern equipment including industrial embroidery machines, vinyl cutters, heat press machines and sewing machines. All alterations are performed onsite and with 911 Supply's three full-time experienced tailors who have been employed with 911 Supply for 6 to 17 years.

Our President and Co-owner Trisha Cummings oversees our three person accounting department and has over 30 years' experience in accounting and financial management. All orders are invoiced within 24 hours of the products' delivery.

911 Supply operates on a 7 to 10 business day turn around on all in stock altered garments.

4101River Rd N • Keizer, OR • 97303 • 503-393-4911 • FAX 503-393-2107 www.911supply.com



Respectfully,

Kole Herndon Account Manager 911 Supply Inc. Ph. 503-393-4911 Cell 503-798-3481

Email: KoleH@911supply.com

#### EXHIBIT B - CERTIFICATIONS ITB #2025-03

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

#### SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

#### SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

#### SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

- 1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid:
- 2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
- 3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
- 4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oreg Non-Resident Bidder, Resident State:	on Business Registry #: 1630839-0
Company Legal Business Name (No DBA/ABN): 911 Su	pply Inc
Authorized Signature:	Date: 2/24/25
Name (Type or Print): Trisha Cummings	Telephone:(503)393-4911
Title: President	Email: Trisha@911supply.com
Address, City, State, Zip: 4101 River Rd N, Keiz	er, OR 97303
Oregon CCB# (if applicable): N/A  Business Designation (check one):  Corporation Partnership LLC Sole Proprie	etorship  Non-Profit erging Small Business

#### EXHIBIT C REFERENCES

#### **REFERENCE 1**

Company: Clackamas County Sheriff's Office

Contact Name: Dani Hepler

Address: 12800 SE 82nd Ave

Phone Number: 503-785-5101

City, State, Zip: Clackamas, OR, 97015

E-Mail: Dhepler@clackamas.us

Goods or Services Provided: Armor, Duty Gear, and Uniforms

#### **REFERENCE 2**

Company: Jackson County Sheriff's Office

Contact Name: Katilyn Eccleston

Address: 5179 Crater Lake Hwy

Phone Number: 541-774-6823

City, State, Zip: Central Point, OR, 97502

E-Mail: EcclesKE@jacksoncountyor.gov

Goods or Services Provided: Armor, Duty Gear, and Uniforms

#### **REFERENCE 3**

Company: Washington County Sheriff's Office

Contact Name: Jeanie Moss

Address: 215 SW Adams Ave

Phone Number: 503-846-6306

City, State, Zip: Hillsboro, OR, 97123

E-Mail: Jeanie\_Moss@washingtoncountyor.gov

Goods or Services Provided: Duty Gear and Uniforms

#### EXHIBIT D - BID PRICE FORM ITB #2025-03

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

ITB: 2025-03 Police Uniforms and Accessories

Date: 2/25/25

ATTACH FEE/COST SCHEDULE BROKEN DOWN BY ITEM

Delivery Time after Receipt of Purchase Order: VARIES BY ITEM

Company: 911 Supply Inc

Address, City, State, Zip: 4101 River RD N, Keizer, OR, 97303

Contact Name: Telephone: Kole Herndon, 503-798-3481

Contact Title: Sales Account Manager Email: Koleh@911supply.com

By: \_\_\_\_\_\_ Sales Account Manager

PRODUCT	PRODUCT DESCRIPTION	PRICE
71049	5.11 Performance S/S Polo; All Colors; Sizes XS-2XL	\$37.72
71049	5.11 Performance S/S Polo; All Colors; Size 3XL	\$43.70
71049-160-L	5.11 Perform Polo S/S Men; Silver Tan	\$37.72
61165	5.11 Women's Performance S/S Polo; All Colors; Sizes XS-XL	\$37.72
72049	5.11 Performance L/S Polo; All Colors; Sizes XS-2XL	\$40.70
72049	5.11 Performance L/S Polo; All Colors; Size 3XL	\$47.30
72049-160-L	5.11 Performance L/S Polo; Silver Tan	\$40.70
62408	5.11 Women's Performance L/S Polos; All Colors; Sizes XS-XL	\$40.70
8446-45-LR	Blauer Men's Supershirt S/S; Silver Tan	\$90.43
8471-45-L/35	Blauer Men's Armorskin Shirt L/S; Silver Tan: Size L/35	\$68.29
8471-45-LR	Blauer Men's Armorskin Shirt S/S; Silver Tan	\$58.81
48112-019-L	5.11 Sabre 2.0 Jacket; Black; Size L	\$210.11
4660-28-LR	Blauer 4660 Softshell Fleece; OD Green	\$132.79
UM10509-FG-36R	United 10509 Ike 5 Button Ocat MN; Forest Green	\$242.79
74369	5.11 Men's Stryke Pant; TDU Green, Sizes 28-44 / Inseam 30"-36"	\$65.85
74369-190-3632	5.11 Stryke Pant; TDU Green	\$65.85
64386	5.11 Woen's Stryke Pant; TDU Green, Sizes 2-20 / Reg Or Long Length	\$65.85
UM10076-FG-36R	United 10076 Uniform Class A Pant MN; Forest Green	\$95.64
NT-1x5-SLVTAN	Hero's Name Tape	\$8
17380 - 17382	Bianchi Accumold 7200 Nylon Duty Belt 2.25"; Black; Sizes S-L	\$41.25
17383	Bianchi Accumold 7200 Nylon Duty Belt 2.25"; Black; Size XL	\$41.25
17706 - 17708	Bianchi Accumold 7205 Nylon Liner Belt 1.5"; Black; Sizes S-L	\$21.56
17709	Bianchi Accumold 7205 Nylon Liner Belt 1.5"; Black; Size XL	\$21.56
4710	Peerless 700C Chain-Link Handcuff; Nickel	\$27.35
4801	Peerless 801C Hinged Handcuff; Nickel	\$40
CCOR	Pocketpress Oregon Criminal Code Book	\$9.99
VCOR	Pocketpress Oregon Traffic Code Book	\$9.99
30-0001	NAR Combat Application Tourniquet-CAT; Black	\$29.96
180001	First Tactical Guardian Patrol Bag; Black	\$56.95
59012	5.11 Patrol Ready Bag; Black	\$54.19
MR02-3A	Safari-BA MR02 2.0 3A Armor	\$659
XT03-3A	Safari-BA XT03 2.0 3A Armor	\$767
SX02-3A	Safari-BA SX02 2.0 3A Armor	\$896
1350430-3A	Safari-BA 1L-LW 2.0 3A Armor	\$1,066
M2-BLK	Safari-BA M2 2.0 Carrier	\$90
DN6566-TG	Safari-BA "Oregon City" External Carrier	\$235
TP10A	Safariland Protech Double Pistol Mag Pouch; Tac Green	\$22.22
TP17A	Safariland Protech Double Handcuff Pouch; Tac Green	\$21.85
TP19A	Safariland Protech Utility Pouch; Size: 4"x 8"; Tac Green	\$25.95
TP21B	Safariland Protech Radio Pouch With Bungee; Tac Green	\$35.13
TP33	Safariland Protech Tourniquet Pouch; Tac Green	\$32.05