



**REQUEST FOR PROPOSALS**

**FOR**

**MARITIME FIRE & SAFETY ASSOCIATION**

**FIRE PROTECTION AGENCIES ADVISORY COUNCIL**

**Lower Columbia Maritime Fire Safety/Security Plan Update & Project Planning**

**May 2, 2025**

**PROPOSALS DUE NOT LATER THAN 5:00 PM June 16, 2025**

**LATE PROPOSALS MAY NOT BE ACCEPTED**

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# 1 OVERVIEW

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## 1.1 OVERVIEW OF THE REQUEST FOR PROPOSALS

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The Maritime Fire & Safety Association (“MFSA”) Fire Protection Agencies Advisory Council (“FPAAC”) is requesting proposals to lead the development and execution of a Lower Columbia Maritime Fire Safety/Security Plan Update & Project Planning (“Fire Plan Update”) for regional marine response plans as they pertain to fire department response. The work awarded as a result of this RFP is expected to be implemented in a phased approach. The overall duration and schedule will be negotiated with the chosen proposer, based on the scope of work defined in this RFP. The award will be based on the evaluation criteria and process set forth in this RFP.

**In addition to this RFP, MFSA is also issuing an RFP for an update to our Shipboard Fire Operations Guide (SFOG). Proposers who are submitting for both RFPs and wish to provide a specific rate that would apply if both items are awarded should indicate so in their Executive Summary and provide specifics in their Detailed and Itemized Costs section of both proposals.**

Proposers shall submit one (1) hard original (marked as such) or one (1) digital copy in PDF format of their response to this RFP. The digital copy shall be sent by email to [rfp@mfsa.com](mailto:rfp@mfsa.com). Hard copy submissions will be received at the following location, subject to the evaluation criteria and process set forth in this Request For Proposals (RFP) until **5:00 PM PDT, June 16, 2025**. Proposals should be submitted via UPS, Fed Ex or hand delivery (**do not send via United States Postal Service**). The issuance of this RFP does not obligate MFSA to award a contract. All references to time in this RFP reflect Pacific Daylight Time (PDT). All proposals must be mailed or delivered to:

Maritime Fire & Safety Association  
Attention: Anthony O'Reilly  
200 SW Market Street, Suite 190  
Portland, OR 97201

Proposals received after the submission deadline may not be accepted and may be returned to the Proposer.

**This RFP document and any future addenda may be obtained from the MFSA website at: <http://www.mfsa.com/business-opportunities>**

## 12 RFP PROCESS SUMMARY

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Submission Deadline	Proposals are due June 16, 2025 at 5:00 PM.
Evaluation Process	The award will be based on the process described in this RFP.
Minimum Qualifications	MFSA has established minimum requirements in regard to Proposer's experience and other considerations. The minimum requirements are described in this RFP.
Interviews	Selected proposers may be invited to participate in an interview as part of the evaluation process.

Award Date

Anticipated award date is July 16, 2025.

## 1.3 RFP SCHEDULE OF EVENTS

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The following schedule is tentative and subject to change at the sole discretion of MFSA:

- |                 |   |
|-----------------|---|
| • May 2, 2025   | Issuance of RFP   |
| • May 14, 2025  | Notice of Intent to Submit (requested but not required) |
| • May 21, 2025  | Pre-submittal questions/change requests due by 2:00 PM  |
| • May 30, 2025  | Response to pre-submittal questions                     |
| • June 16, 2025 | Proposals due by 5:00 PM                                |
| • July 16, 2025 | Anticipated award                                       |

## 1.4 PERIOD OF IRREVOCABILITY

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Proposals will be offers that are irrevocable for a period of sixty (60) calendar days after the time and date proposals are due.

# 2 REQUIREMENTS

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## 2.1 PURPOSE & SCOPE OF SERVICES

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### 2.1.1 PURPOSE

MFSA is requesting proposals to lead the development and execution of a Fire Plan Update for regional marine response plans as they pertain to fire department response. The Fire Plan Update will establish a baseline of the region's capabilities that support emergency response and coordination based on current risk assessment and review of current response plans. In addition, the assessment will evaluate future risk as is currently under consideration within the Lower Columbia River Marine Transportation System (LCRMTS). Examples of changing risks in the region include the movement and storage of products such as Crude Oil, LPG, LNG, Methanol, Ethanol, Coal, etc. The project should be inclusive of all vessel traffic at berth, anchored or in transit on the LCRMTS. It is anticipated that the Fire Plan Update work be performed in components. MFSA will evaluate all proposals for the option that best meets the project objectives. After the initial evaluation of proposals, MFSA may choose to have discussions and negotiate with one or more Proposers, and may or may not enter a contract with a Proposer.

In general, MFSA seeks a Fire Plan Update that will:

- Focus on the LCRMTS;
- Document risk analysis, plan validity, and response requirements;
- Develop a plan that optimizes the effectiveness of the existing model for the potential risks that exist in the regional maritime industry today; and
- Deliver the Scoping Project objectives.

## 2.1.2 SCOPE OF SERVICES

Comprehensive services to deliver a Fire Plan Update include but are not necessarily limited to:

### COMPONENT I – Research and Development

The Fire Plan Update will include, among other research, review of the following documents for current and future risk, plan validity and response requirements: Categorize the studies by scope (how does their goal align with the FPAAC assessment), timing (completed, ongoing, or anticipated completion date), and geographic relevance with FPAAC area of response.

Some types of documents, agreements and studies that might be relevant include:

- FPAAC model and plans
- Existing response plans for agencies and organizations with jurisdiction in the LCRMTS
- Standard operating procedures and policies for emergency responders in the LCRMTS
- Mutual Aid and other regional agreements
- Federal regulations and requirements including those outlined in 33 CFR Part 155
- Strategic plans of MFSA, FPAAC, UASI, SWWR4, NWACP Section 8000 and other relevant organizations
- Deployment plans based on threat or incident
- Previous assessments which have been conducted that identifies deficiencies or gaps and made recommendation to fill the deficiency (Regional Columbia River Scoping Project, Northwest Area Contingency Plan, Consolidated System-Wide Risk Management/Mitigation, Trade Resumption/Resiliency, and Five Year Plan, and other relevant documents)

Based on the research above, develop plan for any additional necessary studies. What other specific studies are needed? What are the vulnerabilities that may exist that were not highlighted in these products and studies?

### COMPONENT II – Optimization of Current Model

Based on the information and knowledge obtained during the Research and Development component, and the expertise of the consultants and project team members, develop a plan that optimizes the effectiveness of the existing model for the potential risks that exist in the regional maritime industry today. Consider current agencies, their staffing and equipment, the specific commitments that exist in the FPAAC MOUs, MFSA specialized equipment caches, etc.

### COMPONENT III – Scoping Phase

The Research and Development and Optimization components will be used to produce:

- Risk-Based Deployment Objectives – detailing needs for quantity of responders, types of equipment and specialty teams needed based on incident type, as well as suggested location and mobilization of resources
- On-Water Support Plan for Response Vessels – detailing fueling locations, accessibility and permit requirements, mobilization and transport of trailerable vessels and resources

- Inventory of Regional Grant-Funded Equipment – detailing, location, ownership, capacity, obligations and mobilization procedure for each piece of grant-funded equipment for public agencies and port facilities in the LCRMTS
- Financial Sustainability Projection – recommending fee structure based on industry participation, cost recovery methods and donation and grant possibilities
- Standardized Training Plan for all regional emergency responders, vessel operators and deckhands
- Standardized Policies, Procedures and Operations suggested for marine fire emergencies on the LCRMTS

### 2.1.3 BUDGET PROFILE

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Proposer's responsiveness to the RFP and the price quoted for items covered by the RFP. Hence, budgetary issues (including justification and overall cost) will be a major, though not exclusive, consideration. MFSA reserves the right to contract for all or a partial list of services offered in the proposal. Cost may play a role in our decision whether to contract for all of the services described in the RFP.

## 22 PROPOSER'S QUALIFICATIONS & EXPERIENCE

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Only those Proposers who meet the minimum criteria and are able to provide the following are eligible to submit a proposal:

- Proposers must be able to demonstrate an in-depth understanding of Emergency response within the marine environment.
- Proposers must be able to demonstrate an understanding of Municipal, Rural, Urban and Sub-Urban Fire departments and response capabilities and limitations.
- A description of past experience should be included with specific project details.
- At least one (1) currently operating project with references is desired.
- Ability to complete the project as described in this RFP.
- Provide proof of insurance as follows:
  - Comprehensive General Liability insurance written on an "occurrence" policy form with coverage against claims for bodily injury, property damage, personal injury and advertising injury in any way relating to or arising out of the consultant's activities with minimum limits of \$1,000,000 per occurrence, general aggregate minimum limits of \$2,000,000 and personal and advertising injury minimum limits of \$1,000,000;
  - Commercial Automobile Liability insurance covering owned, hired, and non-owned vehicles in an amount of not less than \$1,000,000 per occurrence;
  - Statutory Workers' Compensation insurance complying with the laws of each jurisdiction in which any work is to be performed, Employer's Liability Insurance with limits of at least \$1,000,000, and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act (46 U.S.C. 901 et. seq.) and the Jones Act (46 U.S.C. 688 et. seq.); and

- Professional liability insurance or comparable protection with the limit of \$1,000,000 per claim at the time of contract award.

Prior to performance of activities under an awarded Contract, the consultant must furnish to MFSA certificate(s) of insurance from an insurer satisfactory to MFSA evidencing compliance with the foregoing provisions. The certificate(s) of insurance must name MFSA as an additional insured with respect to the Comprehensive General Liability, Commercial Automobile Liability and Statutory Workers Compensation and Employer's Liability Insurance policies referenced above and afford coverage regardless of the additional insured's sole or concurrent negligence, as respects to operations arising out of the Contract. Such insurance shall not be canceled or materially altered without first giving thirty (30) days written notice thereof to MFSA.

- Proposer must be able to comply with all applicable state and federal laws, regulations and executive orders, including but not limited to equal employment opportunity laws and federal contracting laws.
- Proposer must be capable of identifying and obtaining any applicable governmental permits for work to be done.
- Proposer must be capable of demonstrating ability to obtain clearances to access sensitive documents such as, but not limited to Sensitive Security Information (SSI), Protected Critical Infrastructure Information (PCII). Please refer to section 3.2, Availability of Documents, for further information.
- Proposer must be willing and capable to enter into a Contract in the form of a Consulting Agreement attached to this RFP as Exhibit B.

## 23 CONSULTING AGREEMENT

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MFSA has developed a Consulting Agreement to incorporate the terms and conditions applicable to the services subject to this RFP. Proposers should read the Consulting Agreement attached as Exhibit B under the RFP and list any exceptions. Any exceptions not submitted in writing, either prior to submission of a Proposal or with a Proposal, may not be considered by MFSA. MFSA reserves the right to reject any exception and/or to weigh it in the course of evaluating any Proposal. If an exception is presented prior to the date of submission of Proposals and rejected by MFSA, the same exception will not be considered further.

## 24 PROPOSAL RESPONSE FORMAT

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MFSA requests that responses to this RFP should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to satisfy the requirements of this RFP. Submission of display charts, or other supplemental materials are the responsibility and within the discretion of the Proposer. Proposals should be organized in the order in which the requirements are presented in this RFP. An authorized representative with the authority to bind the Proposer shall sign the proposal. All information requested shall be submitted. Failure to submit all information requested may result in the purchasing agent or selection committee requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. MFSA will not be liable for any expense incurred in the preparation of Proposals.

As a minimum, proposals should include the following:

1. Proposal Form
2. Executive Summary
3. Table of Contents
4. Scope, Approach, and Methodology
5. Project Management Approach
6. Deliverables
7. Detailed and Itemized Costs
8. Nonconforming Aspect of Proposal
9. References
10. Project Team Staffing
11. Company Overview

1. Proposal Form

The Proposal Form is attached to this RFP as Exhibit A. Proposers must complete the Proposal Form and include it as the first page of their proposal.

2. Executive Summary

This section will present a high-level synopsis of the Proposer's responses to this RFP. The Executive Summary should be a brief overview of the Fire Plan Update. The Executive Summary should describe the Strategic View, Background, Challenges, and Operating Environment.

3. Table of Contents

Provide a table of contents that identifies each section of the proposal. All pages should be numbered.

4. Scope, Approach, and Methodology

This section of the RFP response will describe how the Proposer will develop the Fire Plan Update and describe your understanding of the Scope of Services.

The RFP response will describe the Proposer's approach to conducting the Fire Plan Update, including Research & Development, Optimization of Current Model, and a Scoping Phase, based on but not limited to: FPAAC models and plans; existing models, response plans, policies/procedures, mutual aid agreements, regional agreements, strategic plans, and deployment plans for agencies and organizations within the LCRMTS; prior grant applications and associated awards; LCRMTS stakeholder interviews; the USCG Sector Columbia River (SCR) Area Maritime Security Plan (AMSP); state and local emergency operations plans; the Northwest Area Contingency Plan (NWACP) Section 8000; and any relevant data from additional sources to ensure that the Fire Plan Update represents a complete picture of the LCRMTS current and future risk, plan validity, and response requirements.

5. Project Management Approach

This section of the RFP response should describe the method and approach the Proposer expects to use to manage the overall project and any client correspondence. In this section, the Proposer should describe the various components that this project will progress through to reach the desired end state. Proposer should list Proposer's responsibilities and MFSA's responsibilities for successful project completion. The Proposer should plan on at least (4) briefings to MFSA (or its designated Working Group). Additional briefings may be required and



should be included at the Proposer's discretion.

Briefing #1: Method and Approach for Contract execution (20-30 minute presentation, then Q&A period): Not later than 15 days post Contract award.

Briefing #2: Results of Component I: Research & Development. (30 minutes, then Q&A period): Not later than 30 days post Contract award.

Briefing #3: Results of Component II: Optimization of Current Model. (30 minutes, then Q&A period): Not later than 60 days post Contract award.

Briefing #4: Results of Component III: Scoping Project. (30 minutes, then Q&A period): Not later than 100 days post Contract award.

All briefings are to be coordinated (time/place) with MFSA.

If an alternate schedule to provide the required briefings is requested from a proposer please indicate requested modification to timeline in proposal.

## 6. Deliverables

This section should include descriptions and samples of the types of reports used to summarize and provide detailed information on:

- Risk analysis, plan validity, and response requirements;
- Development of a plan that optimizes the effectiveness of the existing model for the potential risks that exist in the regional maritime industry today; and
- The delivery of the Scoping Project objectives.

## 7. Detailed and Itemized Costs

Proposals must be for a fixed price solution. All costs for every component referred to (but not limited to) in the proposal, must be included in the cost proposal. Costs must be unbundled and separately listed. The costs should be organized by specific project milestone and deliverable, showing projected hours worked for each milestone/deliverable. Hours should be broken down by position and show the hourly billing rate for each team member. Proposals must include a proposed budget itemizing all direct costs associated with the performance of the contract, including, but not limited to, personal services, contractual, travel, equipment, and supplies. Proposals that do not detail specific costs will be considered nonresponsive. The Proposer shall bear the onus of any errors made in pricing the services (e.g., omitting a component of the services). Should the Proposer have failed to either include in the price, or to deliver to MFSA, any component necessary to provide services as proposed in the RFP, the Proposer shall be required to provide the same at the Proposer's own expense.

## 8. Nonconforming Aspects of Proposal

This section should detail any aspects of the Proposal which vary from the expectations and requirements set forth in this RFP, including requested modifications to the Consulting Agreement.

## 9. References

Include at least three (3) corporate references, including company name, contact name, title, address, telephone number and client relationship synopsis. Proposer shall submit references for work performed within the past three (3) years of similar scope and complexity. At least one (1) currently operating project with references is desired. MFSA reserves the right to investigate references including customers other than those listed in the Proposer's

submission. Investigation may include past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of employees and workers. The Proposer shall agree to cooperate with MFSA's investigation and review of its ability to perform the work required.

#### 10. Project Team Staffing

Include biographies and relevant experience of key staff and management personnel. List the personnel who would work on this project, including their names, titles, responsibilities, qualifications, relevant experience, and geographic work site. Clearly identify the Project Manager with contact information so MFSA can quickly establish who the primary point of contact will be. Describe the Project Manager's experience at managing planning projects as described in this RFP.

#### 11. Company Overview

Provide an overview of your firm's experience, capabilities and qualifications in managing complex projects within specified schedules and budgets. Provide a brief summary of firm's qualifications, including number of years in business, professional focus, and vision. Describe specific experience providing risk analysis and strategic planning for the maritime community and the emergency response community. Include official registered name (Corporate, D.B.A., Partnership, etc.), Data Universal Numbering System (DUNS), Taxpayer ID Number (TIN), primary and secondary telephone numbers, address and fax numbers. Include name of person authorized to contractually bind the organization for any proposal against this RFP. Include the same for any entity who will serve as a subcontractor to the Proposer. Proposer should provide a statement disclosing:

- Any current or proposed business transaction with MFSA and a covenant that your firm has no interest direct or indirect which would conflict in any manner or degree with the performance of services required under the Consulting Agreement.
- Any material, current or pending litigation, administrative proceedings or investigations that could impact the reputation or financial viability of your firm.
- Proof of applicable licensing, bonding, and general liability insurance.

## 25 PROPOSAL SUBMISSION

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Proposers shall submit one (1) hard original (marked as such) or one (1) digital copy in PDF format of their response to this RFP. The digital copy shall be sent by email to [rfp@mfsa.com](mailto:rfp@mfsa.com). The hard copy of the proposal shall be bound or contained in a single volume where practical. Double-sided printing of the hard copy is encouraged. The complete proposal shall be placed in a sealed envelope or box having the name and address of the Proposer and the statement "Proposal for: Lower Columbia Maritime Fire Safety/Security Plan Update & Project Planning". The sealed envelope or box shall then be placed in another sealed envelope or box which should be addressed to:

Maritime Fire & Safety Association  
Attention: Anthony O'Reilly  
200 SW Market Street, Suite 190  
Portland, OR 97201

The envelope or box shall also bear the statement "Proposal Document Enclosed". MFSA is not responsible for the timeliness of any parcel or mail delivery service. Proposals may be hand

delivered to the address provided above, or sent via Fed Ex or UPS. Do not send proposals via United States Postal Service. All proposals must be received prior to the time specified herein. MFSA, at its option, may decline to consider late submissions.

## 26 AWARD

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MFSA will evaluate the proposals and assess whether or not any one or multiple proposals meets their goals. Selected Proposers may be invited to participate in an interview as part of the evaluation process. MFSA may then negotiate terms and enter into a Contract with the Proposer(s) that they feel has submitted the proposal that is in their best interest. MFSA reserves the right to reject all proposals if they do not feel that any of the proposals is in their best interest. MFSA will provide public notice announcing its decision to award by posting the Notice of Conditional Award on the MFSA website and by mailing the notice to all Proposers submitting a proposal. The successful Proposer(s) may not commence work until receipt of a fully executed agreement.

## 27 PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

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Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Proposer's responsiveness to the RFP and the price quoted for items covered by the RFP.

The following criteria will be the primary considerations in evaluating all submitted proposals and in the selection of a Proposer or Proposers. Although some of the criteria may be given more weight than others, each Proposer is expected to provide MFSA with a comprehensive Proposal which allows MFSA to do a complete evaluation against the criteria.

1. Completion of all required responses in the correct format – 5%;
2. Project scope, approach, and methodology – 20%;
3. Proposer's qualifications and demonstrated ability to manage the project – 25%;
4. Qualifications of project team and relevant experience – 15%;
5. Project schedule – 5%;
6. Proposer's acceptance of MFSA's contractual terms and conditions – 5%; and
7. Cost – 25%.

MFSA may interview Proposers as a part of the selection process. Submitting a proposal does not guarantee an interview. Proposers should be prepared to respond to questions related specifically to their proposals and other pertinent matters with respect to the RFP. MFSA reserves the right to perform any due diligence necessary to ensure that the Proposer is capable of implementing the Fire Plan Update, and that is in the best interest of MFSA.

After interviews have been conducted, MFSA may begin negotiations with the Proposer, which, in its opinion, is the most qualified and has the best proposal.

In the event that a single proposer is uniquely qualified, or clearly more highly qualified than other firms offering proposals for this service, MFSA may so state this fact, give a reasonable explanation for this decision and enter into negotiations with the uniquely qualified proposer.

In the event negotiations of specific terms and conditions prove unsuccessful with the selected Proposer, the selection committee may choose another Proposer with which to begin negotiations.

One or more MFSA Project Advisory Team members will conduct an evaluation of all proposals, using the evaluation criteria set forth in this RFP, and may identify a subset of proposals as finalists for further evaluation. A report of final evaluation results and any recommendation regarding award of a contract will be made to MFSA's Executive Director.

## 28 PROTEST PROCEDURE

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An interested party, defined as one who is an actual or prospective proposer or offer or who is aggrieved by the solicitation or contract award may protest the award to the point of contact in this solicitation. Pre-award protests must be brought before the date for proposal submission. Post-award protest must be brought within seven (7) days after grounds for protest are known or should have been known, but in no case later than seven (7) days after contract is awarded;

Protests must be in writing addressed to MFSA and must include the following: (a) The name, street address, electronic address and telephone number of protester; (b) A detailed statement of the legal and factual grounds of protest, including copies of relevant documents; (c) All information establishing that the protester is an interested party; (d) Information establishing the timeliness of the protest; and (e) A statement of the form of relief requested;

Upon receipt of a timely submitted protest, further solicitation or contract award shall be stayed until the protest has been resolved or time for requesting external review has lapsed; and MFSA shall review the protest and any additional documents submitted and issue a written final determination within fifteen (15) days of receipt of same unless time is extended by mutual consent of the parties.

## 29 INFLUENCING THE PROCUREMENT PROCESS AND COLLUSION

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By submitting a proposal in response to this RFP, the Proposer represents that in the preparation and submission of this proposal, said Proposer did not, either directly or indirectly, enter into any combination or arrangement with any person, Proposer or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free competitive bidding. In order to avoid an appearance of impropriety, Proposer or their agents are instructed not to contact any person at MFSA for purposes related to this RFP, except as provided in this RFP. Proposers will be disqualified for contacting MFSA employees, Board members, or agents, licensees, successors and assignees, if MFSA deems contact is for the purposes of influencing MFSA's decision, or externally manipulating or influencing the procurement process in any way, other than through the instructions contained herein, from the date of the release of this RFP to the date of execution of the Contract resulting from this solicitation. MFSA, in its sole discretion may disqualify Proposer in violation of the paragraph.

## 210 CLARIFICATION

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All questions pertaining to this RFP must be directed to Anthony O'Reilly, Project Manager for the Fire Plan Update, at [rfp@mfsa.com](mailto:rfp@mfsa.com). Pre-submittal questions are due on the date and time listed in the RFP Schedule of Events. MFSA will respond to all questions in a single document to be distributed to all prospective Proposers on MFSA's list of RFP holders and to all Proposers providing Intent to Submit notification. The Intent to Submit can be emailed to [rfp@mfsa.com](mailto:rfp@mfsa.com). The formality of the notification is at the Proposer's discretion. Additionally, MFSA's consolidated response to all questions may be obtained from the MFSA website at: <http://www.mfsa.com/business-opportunities>

## 211 CHANGES TO RFP

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MFSA reserves the right to make changes to the RFP. Changes will be made by written numbered addendum, which will be issued to all prospective Proposers on MFSA's list of RFP holders and to all Proposers providing Intent to Submit notification. The Intent to Submit can be emailed to [rfp@mfsa.com](mailto:rfp@mfsa.com). The formality of the notification is at the Proposer's discretion. Additionally, MFSA's consolidated response to all questions may be obtained from the MFSA website at: <http://www.mfsa.com/business-opportunities>

Prospective proposers may request or suggest any change to the RFP by submitting a written request to the Project Manager. The request shall specify the provision of the RFP in question, and contain an explanation for the requested change. The request must be received by the date and time listed in the RFP Schedule of Events. MFSA will evaluate all requests submitted, but reserves the right to determine whether to accept the requested change.

## 212 AMEND OR WITHDRAW

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A Proposer may amend or withdraw its Proposal any time prior to the time and date established for submission of proposals.

# 3 BACKGROUND INFORMATION

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## 3.1 GENERAL

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### 3.1.1 LOCATION

The MFSA address is:

200 SW Market Street, Suite 190  
Portland, OR 97201

### 3.1.2 PROJECT POINT OF CONTACT

The MFSA Project Manager for the Fire Plan Update is:

Anthony O'Reilly  
FPAAC Program Manager  
200 SW Market Street, Suite 190  
Portland, OR 97201  
[rfp@mfsa.com](mailto:rfp@mfsa.com)

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### 3.1.3 PROJECT TEAM – ROLES & RESPONSIBILITIES

Team Member	Role	Responsibilities
<b>Curtis Cannizzaro, MFSA</b>	Executive Director, Authorizing Official (AO)	Signatory official. Contributes to overall project objectives and deliverables. Reviews deliverables, provides feedback, and approves deliverable.
<b>Chann Noun, MFSA</b>	Controller, Alternate AO	Contributes to overall project objectives and deliverables. Alternate for AO.
<b>Anthony O'Reilly, MFSA</b>	Project Manager	Acquires project resources, oversees project objectives and reports project status. Approves deliverables.
<b>Key MFSA staff members, MFSA members, and FPAAC agency representatives</b>	Project Advisory Team	Works directly with the MFSA Project Manager. Contributes to overall project objectives and deliverables. Provides expertise concerning the desired objectives and outcomes of the project. Reviews deliverables, provides feedback.
<b>Contractor – TBD</b>	Vendor	Contracted to supply products and services to the project as written in the RFP/awarded contract.

### 3.1.4 MFSA MISSION

The leading provider and advocate of safe, environmentally responsible, and cost effective response services to commercial vessels in the Columbia Willamette River Marine Transportation System.

### 3.1.5 FPAAC MISSION

To set forth a comprehensive system which ensures fast, well-coordinated, and effective response to vessel fire incidents in the Lower Columbia Region; and, to protect and enhance the quality of life of the citizens within the region, and safeguard the health, safety and welfare of the users of the waterway through agency coordination and loss prevention.

### 3.1.6 MFSA HISTORY & SERVICE POINTS

The Maritime Fire & Safety Association (MFSA) is a 501 (C)(6) not-for-profit member-based organization that serves to facilitate the development of maritime assets in the Lower Columbia and Willamette River Maritime Transportation System. The membership of MFSA is comprised of both private and public ports and facilities, which have a vested interest to ensure and enhance sustained response preparedness for vessel incidents involving fire and oil spill on the LCRMTS. The MFSA Managing Board of Directors is composed of representatives from among its membership.

The Lower Columbia Marine Fire Safety Plan (Marine Fire Plan), originally developed by MFSA's membership in 1984 (and revised in 1991), provides for building a marine fire response capability along the LCRMTS from the Portland, OR/Vancouver, WA harbor area to Astoria, OR at the mouth of the Columbia River. The purpose of the Marine Fire Plan is to set forth a comprehensive system which ensures fast, well-coordinated and effective response to ship fire incidents in the LCRMTS. In the event of an incident, the MFSA response system will play a vital role in marine transportation and recovery of the LCRMTS.

MFSA includes the Fire Protection Agencies Advisory Council (FPAAC), which consists of 13 public firefighting agencies in Oregon and Washington along the LCRMTS from Portland, OR/Vancouver, WA to Astoria, OR. Through FPAAC, agencies provide expertise to the industry in preparing land-based firefighters for response to ship fire incidents and assisting MFSA in the program's direction.

## 32 AVAILABILITY OF DOCUMENTS

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The MFSA and FPAAC models/plans and existing models, response plans, policies/procedures, mutual aid agreements, regional agreements, strategic plans, and deployment plans for agencies and organizations within the LCRMTS may be available to Proposers as part of the RFP process. Some of the documents contain Sensitive Security Information (SSI) that is controlled under 49 CFR 1520. No part of these documents may be released to persons without a need to know, as defined in 49 CFR 1520, except with the written permission of the Administrator, Washington, DC. Unauthorized release may result in civil penalty or other action. A security clearance is not required for access to SSI. However, in accordance with 49 C.F.R. Section 1520.11(c), the USCG may make an individual's access to SSI contingent upon satisfactory completion of a security background check or other procedures and requirements for safeguarding SSI. The Department of Homeland Security (DHS) has published DHS Form 11000-6 (08-04) as a Non-Disclosure Agreement (NDA) that allows individuals, with a need to know, access to SSI. This SSI NDA is attached to this RFP as Exhibit C. All requests, relating to this RFP, for access to documents containing SSI must be submitted in writing to the Project Manager identified herein. The request must detail a need to know, as defined in 49 CFR 1520, and must include a completed DHS Form 11000-6 (08-04). Requests may be submitted electronically, with the original completed DHS Form 11000-6 (08-04) sent via postal service. A request for access to SSI documents and completion of DHS Form 11000-6 (08-04) does not guarantee access will be granted. Individuals must submit unique SSI NDA forms. A single SSI NDA form does not cover an entire entity. For more information on SSI, please refer to the DHS Management Directive No. 11056.1 11/03/2006. Questions or concerns regarding SSI should be addressed to the DHS Office of Security at [ssi@dhs.gov](mailto:ssi@dhs.gov).

EXHIBIT A PROPOSAL FORM

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## Proposal Form

### Maritime Fire & Safety Association

#### Lower Columbia Maritime Fire Safety/Security Plan Update & Project Planning Request for Proposal

The undersigned Proposer submits this proposal in response to the Maritime Fire & Safety Association's Request for Proposal (RFP) for the project named above.

The Proposer warrants that the Proposer has carefully reviewed the RFP and that this Proposal represents the Proposal's full response to the requirements described in the RFP. The Proposer further warrants that if this Proposal is accepted, the Proposer will: contract with MFSA, agrees to all terms and conditions found in the Consulting Agreement (Exhibit B of the RFP), and will provide all necessary labor, materials, equipment and other means required to complete their work in accordance with the requirements of the RFP contract documents.

The Proposer hereby acknowledges the requirement to carry or indicates the ability to obtain the insurance as described in the RFP and the Consulting Agreement. Indicate the affirmative by initialing here: \_\_\_\_\_

The proposer hereby acknowledges receipt of addendum Nos. \_\_\_\_\_ to this RFP.

Name of Proposer<sup>1</sup>:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DUNS Number:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Fax Number:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Authorized Signature<sup>2</sup>:

\_\_\_\_\_

Printed/Typed Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

<sup>1</sup> Official registered company name (Corporate, D.B.A)

<sup>2</sup> Person authorized to contractually bind the organization for any proposal against this RFP

## EXHIBIT B      CONSULTING AGREEMENT

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# **Consulting Agreement**

## **Maritime Fire and Safety Association**

### **Lower Columbia Maritime Fire Safety/Security Plan Update & Project Planning**

This Independent Contractor Agreement (“Agreement”) dated and effective\_\_\_\_\_, 2025, is made and entered into by and among The Maritime Fire and Safety Association (MFSA) and \_\_\_\_\_ (“Contractor”).

#### **ARTICLE I. Engagement**

- 1.1. MFSA hereby engages Contractor to deliver a Lower Columbia Maritime Fire Safety/Security Plan Update & Project Planning abbreviated in a project title as the “Fire Plan Update.” The Fire Plan Update will be delivered as described in the project Request for Proposal (RFP) and Contractor’s Proposal, Appendix A and B respectively, which are incorporated herein by reference.

#### **ARTICLE II. Independent Contractor**

- 2.1. **Independent Contractor.** Contractor is an independent contractor and not an employee, partner or co-venturer of or in any other service relationship with MFSA. Contractor will be free from direction and control over the means and manner of providing the Services, subject only to the right of MFSA to specify the desired results and project deliverables and the time of project deliverables. MFSA will retain ultimate control and responsibility for the Fire Plan Update. Contractor will have the authority to hire other persons to provide or to assist Contractor in providing the Services and will have the authority to fire those persons subject to the terms and conditions of this Agreement. All such parties hired by Contractor shall be paid by Contractor and shall not be considered employees or contractors of MFSA. Contractor is not authorized to speak for, represent or obligate MFSA in any matter without the prior expressed written authorization of the Merchants Exchange Executive Director Curtis Cannizzaro.
- 2.2. **Taxes.** Contractor shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement and shall be responsible for any payroll taxes and fringe benefits of Contractor’s employees including but not limited to income, social security and employment insurance taxes. Neither federal nor state nor local income taxes nor payroll taxes of any kind shall be withheld or paid by MFSA on behalf of Contractor or its employees or subagents.
- 2.3. **Benefits.** MFSA will not provide any benefits to Contractor or Contractor’s employees or subagents, and Contractor will be solely responsible for any benefits provided to its employees.

**2.4. No Restrictions.** Contractor specifically represents, warrants, and covenants to MFSA that Contractor is not currently a party to any restrictions, agreements or understanding which would prevent or make unlawful its acceptance of the terms set forth in this Agreement or its performance hereunder. Contractor further represents that its acceptance of the terms of this Agreement and providing the Services do not conflict with or constitute a breach or default of any current contract, agreement, arrangement or understanding, oral or written, to which Contractor is a party.

### **ARTICLE III. Compensation for Consulting Services**

**3.1. Compensation.** As compensation for its Services, MFSA agrees to pay Contractor a maximum of \_\_\_\_\_. This fee is to be paid in installments based on MFSA's acceptance of the respective set of deliverables. Deliverables will be reviewed for acceptance and approved by the MFSA FPAAC Project Manager. The schedule of deliverables is set in the table below.

Deliverable	Fee	Delivery Date

**3.2. Acceptance.** No payments shall become due to Contractor until the respective deliverable is accepted by MFSA, after consultation with the Project Manager, and such acceptance is communicated to Contractor in writing. Acceptance shall not be unreasonably withheld and will typically be provided within five (5) business days after submission. If MFSA does not accept a deliverable, MFSA will provide written notice of non-acceptance and include an explanation of required corrections. Upon receipt of a notice of non-acceptance, Contractor will have ten (10) business days to correct the deliverable. If an agreement cannot be reached with respect to payment of the deliverables, the parties shall submit such dispute to a dispute resolution process as provided in this RFP. Failure to timely deliver a deliverable or to make timely correction thereto, in MFSA's discretion, may result in a 10% reduction in the installment amount paid to Contractor based on the deliverable.

**3.3. Payment Terms.** Contractor will provide detailed invoices to MFSA as per the above deliverable schedule. MFSA will be responsible for paying the total invoice amount including sales tax within thirty (30) days of receiving such invoice from Contractor. In no event shall MFSA be liable for interest or late charges for any late payments.

**3.4. No Expenses.** Expenses incurred by Contractor in connection with the performance of the services are included in Contractor's compensation, and will not be reimbursed by MFSA.

**3.5. Special Services.** Special services requested beyond the scope of this agreement may be agreed upon from time to time by MFSA and Contractor. Such services require written authorization by MFSA's Contracting Officer, or such other person, delegated such authority by the Contracting Officer, prior to performing any requested special services.

## **Article IV. Confidentiality**

**4.1. Sensitive Security Information.** Contractor and its employees and agents who provide the Services will be handling Sensitive Security Information (SSI) that is controlled under 49 CFR 1520. A security clearance is not required for access to SSI. However, in accordance with 49 C.F.R. Section 1520.11(c), the USCG may make an individual's access to SSI contingent upon satisfactory completion of a security background check or other procedures and requirements for safeguarding SSI. The DHS has published DHS Form 11000-6 (08-04) as a Non-Disclosure Agreement (NDA) that allows individuals, with a need to know, access to SSI. Individuals must submit unique SSI NDA forms. A single SSI NDA form does not cover an entire entity. Contractor and its employees and agents who provide the Services agree that it will maintain any data acquired under this Agreement separate from other projects. Failure to comply with these requirements will be cause for termination of this Agreement and may result in civil penalty or other action.

**4.2. Press Releases.** Contractor is not permitted to issue press releases pertaining to any aspect of the Services without the prior written consent of MFSA.

**4.3. Marketing.** Contractor shall not use MFSA's name, logos, images or any data or results arising from this Agreement or the services provided hereunder as part of or in connection with any commercial advertising, marketing or publicity materials without first obtaining the prior written consent of MFSA.

**4.4. Confidential Information.** All information related to MFSA, its Participating Partners, or the Fire Plan Update that is received or accessed by Contractor, including but not limited to business models, customer and supplier lists, marketing plans, financial and technical information, personnel information, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, processes, and computer software shall be deemed to be proprietary confidential information ("Confidential Information"). MFSA makes no representations or warranties, either express or implied, with respect to the accuracy or completeness of Confidential Information.

- a. Contractor will not use Confidential Information for any purpose without MFSA's specific prior written authorization, except Contractor may use Confidential Information to perform Contractor's duties as an independent contractor of MFSA in performing the Services. Contractor will not disclose Confidential Information to any person without MFSA's specific prior written authorization, except Contractor may disclose Confidential Information (i) on a need-to-know basis, to directors, officers, managers, employees,

subcontractors, agents, Contractors, advisors, participating partners, and other authorized representatives of Contractor (herein collectively referred to as “Representatives”) who are informed by Contractor of the confidential nature of the Confidential Information and the obligations of Contractor under this Agreement and (ii) in accordance with a judicial or other governmental order, but only if Contractor promptly notifies MFSA of the order and complies with any applicable protective or similar order. Contractor will cause Contractor’s Representatives to comply with the provisions of this Section.

- b. Contractor shall promptly notify MFSA of any unauthorized use or disclosure of Confidential Information, or any other breach of this section and assist MFSA in every reasonable way to retrieve any Confidential Information that was used or disclosed by Contractor or Contractor’s Representatives without MFSA’s specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.
- c. Contractor will not breach this Section by using or disclosing Confidential Information if Contractor demonstrates that the information used or disclosed (i) is generally available to the public other than as a result of a disclosure by Contractor or a Representative of Contractor, (ii) was received by Contractor from another person without any limitations on use or disclosure, but only if Contractor had no reason to believe that the other person was prohibited from using or disclosing the information by a contractual or fiduciary obligation, or (iii) was independently developed by Contractor, outside of providing services under this Agreement, without using Confidential Information.
- d. Upon MFSA’s request or the termination of Contractor’s independent contractor relationship with MFSA, Contractor shall promptly return to MFSA all materials furnished by MFSA containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of Contractor.
- e. This Section does not transfer any ownership rights to any Confidential Information.
- f. Any breach of the obligations in this Section 4.4 will be cause for termination of this Agreement. MFSA may also seek damages and injunctive relief in the event of a breach of this Section 4.4.

The obligations set forth under this Section 4.4 shall survive termination of this Agreement.

## **Article V. Use and Ownership**

- 5.1. Ownership.** All deliverables will be prepared for the benefit of the MFSA and FPAAC, and will not be branded with Contractor’s name. MFSA will adopt the deliverables as its own and Contractor releases any and all rights or claims to the deliverables. MFSA will own any work that Contractor creates or has created in connection with the Services,

including but not limited to all tangible written material delivered to MFSA under this Agreement (the “Works”). All Works are being and will be specially commissioned for use by MFSA and are works made for hire for copyright purposes to the extent they qualify as such under applicable law. Contractor thereby assigns to MFSA Contractor’s entire interest in the Works, including but not limited to all copyrights, patent rights, trade secret rights, trademark rights, and other intellectual property and proprietary rights in the Works and agrees to sign such documents and take such actions that MFSA deems reasonably necessary to perfect, protect and evidence MFSA’s rights in the Works.

Notwithstanding the above paragraph, Contractor will own its preexisting materials and any general skills, know-how, and processes used in connection with the Services. Contractor grants MFSA a nonexclusive license to use such materials.

**5.2. Intellectual Property Indemnity.** Contractor will defend and indemnify MFSA for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable attorney’s fees, resulting from or arising out of any claim that the Services or the Works infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual or proprietary right of any person, but not to the extent that (i) the claim results from or arises out of MFSA’s combination of the Services or the Works with any service or product not provided by Contractor, where the infringement, misappropriation, or violation would not have occurred but for the combination; or (ii) MFSA’s modification of the Services or the Works, where the infringement, misappropriation, or violation would not have occurred but for the modification.

**5.3. Project Property.** Contractor shall provide MFSA with a reasonable list of all personal property, with a useful life exceeding one (1) year, used in connection with Fire Plan Update. Contractor may not request reimbursement for equipment or personal property procured for use with the project without MFSA’s prior written approval.

## **Article VI. Sub-Contractors**

**6.1. Use of Subcontractors.** Contractor may utilize sub-contractor(s) to perform any of its obligations under this Agreement; provided, however, that Contractor shall be responsible for any such sub-contractor’s (a) performance, (b) compliance with all of the terms and conditions of this Agreement, and (c) compliance with the requirements of all applicable laws, rules and regulations. Contractor agrees to provide payment to any sub-contractors utilized for performance of the work.

**6.2. MFSA Approval.** Prior to engaging any sub-contractor not listed in the Contractor’s Proposal, Contractor shall provide MFSA with (i) a detailed description of the services to be provided by each such sub-contractor; (ii) detailed resumes for each such sub-contractor’s management, supervisory and other key personnel; (iii) proof of applicable SSI NDA for employees of subcontractor; and (iv) evidence to demonstrate that each such sub-contractor has successfully performed work on contracts of a similar size and

scope as the work set forth in this Agreement. No sub-contractor shall be engaged without first receiving written authorization from MFSA.

## **Article VII. Term and Termination**

**7.1. Term.** This Agreement shall be effective as of the date written above and shall continue in full force and effect until Contractor has completed all deliverables required for completion of the Fire Plan Update as determined by MFSA and has provided MFSA with its final presentation/briefing, unless terminated earlier in accordance with the terms and provisions of this Agreement.

**7.2. Termination.** This Agreement will terminate upon the earliest to occur of the following:

- a.** Upon the written agreement of the parties;
- b.** Upon 30 days' notice by MFSA to Contractor;
- c.** Upon notice by MFSA to Contractor, if:
  - i. Contractor engages in any form of dishonesty or conduct involving moral turpitude related to Contractor's independent contractor relationship with MFSA or that otherwise reflects adversely on the reputation or operations of MFSA;
  - ii. Contractor fails to materially comply with any applicable law related to Contractor's independent contractor relationship with MFSA;
  - iii. Continuous or repeated problems occur in connection with the performance of Contractor's services;
  - iv. Contractor materially breaches this Agreement and fails to cure the breach within thirty (30) days after MFSA notifies Contractor of the breach; or
- d.** Termination by MFSA for Default. MFSA may, subject to paragraphs C and D of this section, by written notice of default to the Contractor terminate this in whole or in part if the Contractor fails to:
  - i. Deliver the scope of work identified in the original agreement within the time specified in the agreement or any extensions;
  - ii. Make progress so as to endanger performance of the agreement;
  - iii. Perform any other provisions of the agreement;
  - iv. MFSA's right to terminate the agreement under subdivision (i) and a (ii) of this subsection may be exercised if the Contractor does not cure such failure within ten (10) days (or more if authorized in writing by MFSA) after receipt of the notice from MFSA specifying the failure.

If MFSA terminates this Agreement in full or in part due to default of the Contractor, it may acquire, under terms and in the manner MFSA considers appropriate, a scope of work similar to that in the original Agreement and the Contractor will be liable to MFSA for any excess costs.



Except for default of sub-Contractors at any tier under circumstances described in the next paragraph, the Contractor shall not be liable for any excess costs if the failure to perform the Agreement arises from causes beyond the control and without default or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy; (2) acts of MFSA; (3) fires; (4) floods; (5) epidemics; (6) quarantined restrictions; (7) strikes; (8) freight embargos and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without default or negligence of the Contractor.

If the failure to perform is caused by the default of a sub-Contractor at any tier and if the cause of the default is beyond the control of both the Contractor and the sub-Contractor, and without default or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the sub-Contractor's supplies or services were obtainable from other sources and in sufficient time for the Contractor to meet the required delivery schedule.

If this agreement is terminated for default, MFSA may require the Contractor to transfer title and delivery to MFSA, as directed by MFSA, any (1) completed supplies and (2) partially completed supplies and material, parts, tools, dyes, jigs, pictures, plants, drawings, information and contract rights (collectively referred to as "manufacturing materials" in this section), that the Contractor has specifically produced or acquired for the terminated portion of this agreement. Upon direction of MFSA, the Contractor shall also protect and preserve property in its possession in which MFSA has an interest.

MFSA shall pay the agreement price for the completed scope of work, delivered and accepted. The Contractor and MFSA shall agree on an amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of property. Failure to agree will be a dispute under the dispute resolution section of this RFP. MFSA may withhold from these amounts any sum that MFSA determines to be necessary to protect MFSA against loss because of outstanding liens or claims.

The rights and remedies of MFSA in this section are in addition to any other rights and remedies provided by law or under this agreement.

**7.3. Dispute Resolution.** If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration. The mediation is to be conducted in the English language in the city of Portland, Oregon.

Any dispute arising out of or relating to this Agreement, or the breach thereof, that cannot be resolved by mediation within thirty (30) days from the first notice of such dispute shall be finally resolved by arbitration administered by the Arbitration Service of Portland, and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the City of Portland, Oregon, in accordance with applicable Oregon arbitration statutes, Oregon Revised Statutes, Section 36.320 et seq.

## **Article VIII. Indemnity**

**8.1. Indemnity and Hold Harmless.** Contractor agrees to indemnify, defend and hold harmless MFSA for, from and against any and all amounts payable under any judgment, verdict, court order or settlement for death or bodily injury or the damage to or loss or destruction of any real or tangible personal property to the extent arising out of Contractor's negligence, intentional misconduct, or breach in the performance of this Agreement.

## **Article IX. General Provisions**

**9.1. Licenses.** During the term of this Agreement, Contractor shall obtain and maintain in full force and effect all required licenses, permits and authorizations necessary to perform the Services and all its obligations under this Agreement. If requested, Contractor shall supply MFSA with evidence of all such required licenses, permits and authorizations.

**9.2. Insurance.** During the term of this Agreement, Contractor shall maintain the following insurance:

- a. Comprehensive General Liability insurance written on an "occurrence" policy form with coverage against claims for bodily injury, property damage, personal injury and advertising injury in any way relating to or arising out of the Contractor's activities with minimum limits of \$1,000,000 per occurrence, general aggregate minimum limits of \$2,000,000, and personal and advertising injury minimum limits of \$1,000,000;
- b. Commercial Automobile Liability insurance covering owned, hired, and non-owned vehicles in an amount of not less than \$1,000,000 per occurrence;
- c. Statutory Workers' Compensation insurance complying with the laws of each jurisdiction in which any work is to be performed, Employer's Liability Insurance with limits of at least \$1,000,000, and, if applicable, coverage under the Longshoremen and Harbor Workers' Compensation Act (46 U.S.C. 901 et. seq.) and the Jones Act (46 U.S.C. 688 et. seq.); and
- d. Professional liability insurance or comparable protection with the limit of \$1,000,000 per claim at the time of contract award. If Contractor has claims made coverage then such coverage must be maintained throughout the period of work and also be maintained for a period of 3 years after the completion of the agreement and if the policies have a retro-active date they should pre-date the inception of the contract and any work performed for MFSA. If Contractor has claims made coverage and subsequently changes insurance carriers during the term of this Agreement, it shall obtain from its new carrier professional liability insurance for retroactive coverage.

Prior to performance of Services under this Agreement, Contractor must furnish to MFSA certificate(s) of insurance from an insurer satisfactory to MFSA evidencing compliance with the foregoing provisions. The certificate(s) of insurance must name MFSA as an additional insured with respect to the Comprehensive General Liability Commercial Automobile Liability and Statutory Workers Compensation and Employer's

Liability Insurance policies referenced above and afford coverage regardless of the additional insured's sole or concurrent negligence, as respects to operations arising out of Agreement. Such insurance shall not be canceled or materially altered without first giving thirty (30) days' written notice thereof to MFSA.

- 9.3. MFSA Representative.** MFSA designates Merchants Exchange Executive Director Curtis Cannizzaro as its authorized representative (Contracting Officer) for purposes relating to this Agreement. In the event Curtis Cannizzaro (Executive Director) is not available, Chann Noun (Controller) will be the authorized representative. The identity of such representative may be changed by MFSA on written notice to Contractor.
- 9.4. Contractor's Staffing.** Contractor shall assign personnel with the experience, knowledge, abilities and qualifications required to provide the Services.
- 9.5. Contractor's Key Personnel.** The parties acknowledge and agree that the key staff and management personnel identified in Contractor's proposal are regarded as being central to the success of this project. Accordingly, Contractor agrees that it will neither replace nor significantly alter the responsibilities of the key staff and management personnel under this Agreement without the prior written consent of MFSA, which consent will not be unreasonably withheld.
- 9.6. Affirmative Action/Prevailing Wage Rates.** Contractor agrees to comply with applicable Federal affirmative action laws and regulations and any state or federal prevailing wage laws and regulations, if applicable.
- 9.7. Clean Air Act and the Federal Water Pollution Control Act.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq., as amended) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended).
- 9.8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractor certifies that it has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this Agreement. Contractor shall obtain a like certification from any sub-contractor under this Agreement. Contractor and all sub-contractors under this Agreement shall also comply with the other applicable portions of the Byrd Anti- Lobbying Amendment.
- 9.9. Debarment and Suspension (E.O.s 12549 and 12689).** Contractor certifies that it is not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractor declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractor shall obtain a like certification from all sub-contractors under this Agreement and shall forward such certifications to MFSA.

**9.10. Equal Employment Opportunity.** During the term of this Agreement, Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**9.11. Agreement to Consummate; Further Assurances.** Subject to the terms and conditions of this Agreement, each of the parties hereto agrees to use commercially reasonable efforts to do all things necessary, proper or advisable under this Agreement, applicable laws, rules and regulations to consummate and make effective the transactions contemplated hereby. If, at any time after the date hereof, any further action is necessary, proper or advisable to carry out the purposes of this Agreement, then, as soon as is reasonably practicable, each party to this Agreement shall take, or cause its proper officers to take, such action. Nothing in this Section or any other part of this Agreement, however, may be construed to require either party to perform work that is beyond the scope of Services set forth in the Agreement. Work that is beyond the scope of the Services is subject to mutual agreement between the parties evidenced by a written amendment to this Agreement.

**9.12. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**9.13. Inspection of Records.** Contractor agrees that MFSA, the Department of Homeland Security, the Federal Emergency Management Agency, the Office of the Inspector General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Contractor which are directly pertinent to the scope of work described herein for the purpose of making audits, examinations, excerpts and transcriptions.

**9.14. Severability.** If any provision of this Agreement is for any reason held illegal or unenforceable, such provision shall be deemed separable from the remaining provisions of this Agreement and will in no way affect or impair the validity of enforceability of the remaining provisions.

**9.15. Complete Agreement.** This Agreement (including all Appendixes, Exhibits and attachments) constitutes the Complete Agreement and sets forth the entire understanding of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings, express or implied, oral or written, except as herein contained, in respect to the subject matter of this Agreement.

**9.16. Venue.** Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon. The prevailing party, whether in arbitration or in court, shall be entitled to its attorney fees and costs incurred in bringing the action.

**9.17. Modification.** No modification, termination or attempted waiver of this Agreement or any provision hereof shall be valid unless in writing signed by both parties to this Agreement.

**9.18. Waiver of Breach.** The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

**9.19. Notices.** All notices, requests, demands and other communications required or permitted to be made under this Agreement shall be in writing and shall be given by personal delivery, by certified mail, return receipt requested, first class postage prepaid, e-mailed through secured PDF document format, or by nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the address specified below. Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

**If to MFSA:**

MFSA C/O  
Merchants Exchange  
200 SW Market Street, Suite 190  
Portland, OR 97201

**If to Contractor:**

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**9.20. Counterparts.** This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**9.21. Costs and Expenses.** Each party hereto shall bear all of its own costs and expenses in connection with the negotiation and preparation of this Agreement.

**9.22. Successors and Assigns.** Neither this Agreement nor any party's rights, obligations, claims, or proceeds from claims arising hereunder may be assigned except with the prior written consent of all of the other parties hereto. Any assignment without such

consent shall be ineffective. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the day and year first above written.

**Maritime Fire and Safety Association:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Contractor:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendices:**

**Appendix A:** FIRE PLAN UPDATE RFP

**Appendix B:** Contractor Proposal

## EXHIBIT C      DHS FORM 11000-6 (10-18)

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