



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: August 16, 2018

Staff Contact: Carol Akers and Sean Slamon

Agenda Title: For Possible Action: To approve the purchases of Fire Personal Protective Equipment-Turnouts and Fire Rescue Tools and Equipment for the Fire Department utilizing Curtis joinder contract No. 00000170 with NPPGov through June 30, 2019 for a not to exceed annual amount of \$111,000 to be funded from the Personal Protective Equipment Account & Fire Rescue Tools and Equipment Account in the General Fund. (Carol Akers; CAkers@carson.org and Sean Slamon; SSLamon@carson.org)

Staff Summary: According to the Third Amended Collective Bargaining Agreement between Carson City and the Carson City Fire Fighters Association, Local #2251 of the International Association of Firefighters (July 1, 2010 to June 30, 2023), the Carson City Fire Department is responsible for providing uniforms, turnouts and safety equipment to all the Fire Department personnel who are active in the field. These items must meet the National Fire Protection Association's (NFPA) safety standards. The Carson City Fire Department has experienced an influx of new personnel in the last two years, and as a result, Personal Protective Equipment (PPE) expenditures have risen substantially.

Agenda Action: Formal Action/Motion

Time Requested: Consent

Proposed Motion

Move to approve the purchases of Fire Personal Protective Equipment-Turnouts and Fire Rescue Tools and Equipment for the Fire Department utilizing Curtis joinder contract No. 00000170 with NPPGov through June 30, 2019 for a not to exceed annual amount of \$111,000 to be funded from the Personal Protective Equipment Account & Fire Rescue Tools and Equipment Account in the General Fund.

Board's Strategic Goal

Efficient Government

Previous Action

n/a

Background/Issues & Analysis

Staff has identified a contract through NPPGov for Globe G-XTREME 3.0 Jacket and Pants-fire turnouts and fire related equipment. The contract between Curtis and NPPGov is effective through June 19, 2020.

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Personal Protective Equipment Accounts (101-2512-422.06-68 available budget \$82,000)(101-2545-422.06-68 available budget \$10,500) & Fire Rescue Tools and Equipment Account (101-2512-422.06-74 available budget \$46,000).

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the Personal Protective Equipment Account & Fire Rescue Tools and Equipment Account will be reduced annually by \$111,000.

Alternatives

Do not approve joinder contract and provide alternative direction to staff.

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

Product Specifics

CURTIS, dedicated to providing high quality fire, rescue, safety, and emergency products and services, offers a catalog of products to NPPGov members. Some products on contract include:

- Search, rescue & extrication
- Firefighting attack
- Fire extinguishers & foam
- Firefighting turnouts & related PPE

Some brands on contract include:

- Globe, Bullard, ESS, Honeywell
- CrewBoss, Wolfpack, PGI, Shelby
- Hurst, Paratech, Rescue 42, Blauer
- North American Fire Hose, All American Fire Hose

Pricing Details

This contract offers up to 40% off list price.
For pricing and product details, log in to nppgov.com.

Contract Details

- Log into nppgov.com
- Forms, legal documentation, price lists and other information can be found on the CURTIS vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: Public Procurement Authority
RFP #00000170

CONTRACT TERM

Effective Date: 06/19/17

Initial expiration: 06/19/20

Possible extensions through: 06/19/23

NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

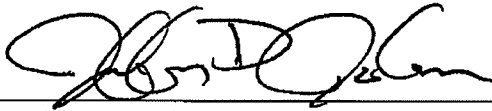
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: 2-13-2014

BY: Jeffrey D. Johnson
ITS: Administrator/Board Member

Public Procurement Authority Contact Information:

Contact Person: Heidi Chames
Address: 25030 SW Parkway Ave., Suite 330
Wilsonville, OR 97070
Telephone No.: 855-524-4572
Email: questions@procurementauthority.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of Carson City ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of Carson City and is duly authorized to sign this Participating Agency Endorsement and Authorization.

Carol Akers
BY: Carol Akers
ITS: Purchasing & Contracts Administrator

Date: 7/16/18

Participating Agency Contact Information:

Contact Person: Carol Akers
Address: 201 North Carson St. Suite#2
Carson City, NV 89701
Telephone No.: (775) 283-7362
Email: cakers@carson.org

Third Amendment to Firefighting Equipment Master Price Agreement

Product Removal

This Amendment to the Master Price Agreement is entered into this 31st day of July, 2018 by PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and L.N. Curtis and sons (CURTIS) ("Vendor") based upon the sales and/or service of Firefighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about June 19, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about November 3, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about July 2, 2018 and by this reference incorporated herein; and

WHEREAS, Vendor included Draeger Safety in its response; and

WHEREAS, Vendor has provided notice it is no longer supplying Drageger brands; and

WHEREAS, Vendor has provided notice on or about July 23, 2018 to remove all Draeger Safety products from the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product removal;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT FOR FIREFIGHTING EQUIPMENT

1. **Removal of Products on Firefighting Equipment.** Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 1:		Firefighting Equipment	
South Park	Current Catalog	Adapters	25%
Seco	Current Catalog	Bags	5%
RIT Safety Solutions	Current Catalog	Bags, Rit	5%
Fire Innovations	Current Catalog	Belts, Ladder	5%
Gemtor	Current Catalog	Belts, Ladder	10%
Cosmas	Current Catalog	Boots, Firefighting Leather	5%
Cosmas	Current Catalog	Boots, Firefighting Leather	5%
Globe	Current Catalog	Boots, Firefighting Leather	27%
Honeywell Footwear	Current Catalog	Boots, Firefighting Leather	25%
Cosmas	Current Catalog	Boots, Firefighting Rubber	5%
Honeywell Footwear	Current Catalog	Boots, Firefighting Rubber	25%
Danner/LaCrosse	Current Catalog	Boots, Station Leather	25%
Whites Boots	Current Catalog	Boots, Wildland Leather	10%
Danner/LaCrosse	Current Catalog	Boots, Wildland Leather	25%
Cosmas	Current Catalog	Boots, Wildland Leather	5%
Performance Advantage	Current Catalog	Brackets, Mounting	5%
ECMS, Inc.	Current Catalog	Care & Maintenance, PPE	Net
Pelican Case	Current Catalog	Cases	25%
Crew Boss	Current Catalog	Clothing, Rescue	5%
Globe	Current Catalog	Clothing, Rescue / EMS Ensembles	5%
Blauer Uniforms	Current Catalog	Clothing, Station and Outerwear Ensembles	20%
Crew Boss	Current Catalog	Clothing, Station Wear	5%
Workrite Uniforms	Current Catalog	Clothing, Station Wear	5%
5.11 Tactical	Current Catalog	Clothing, Tactical Ensembles	30%
Crew Boss	Current Catalog	Clothing, Wildland Ensembles	5%
PGI	Current Catalog	Clothing, Wildland Ensembles	20%
Gosport	Current Catalog	Covers & Tarps, Salvage	15%
ESS Goggles	Current Catalog	Eye protection	5%
Super Vac	Current Catalog	Fans	20%
Paul Conway	Current Catalog	Fronts, Helmets	Net
American Honda	Current Catalog	Generators	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Firecraft	Current Catalog	Gloves, Extrication	5%
Ringers	Current Catalog	Gloves, Extrication	10%
Shelby	Current Catalog	Gloves, Extrication	20%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Extrication	5%
Firecraft	Current Catalog	Gloves, Firefighting	5%
Shelby	Current Catalog	Gloves, Firefighting	18%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Firefighting	5%
Firecraft	Current Catalog	Gloves, Wildland Firefighting	5%
Shelby	Current Catalog	Gloves, Wildland Firefighting	20%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Wildland Firefighting	5%
Bullard Helmets	Current Catalog	Helmets, Firefighting	25%
Paul Conway	Current Catalog	Helmets, Firefighting	Net
Bullard	Current Catalog	Helmets, Wildland Firefighting	25%
PGI	Current Catalog	Hoods, Wildland	10%
Duo Safety	Current Catalog	Ladders	10%
Sam Carbis	Current Catalog	Ladders	5%
Akron GFE lighting	Current Catalog	Lighting and mounts	20%
Foxfury	Current Catalog	Lighting and mounts	13%
Koehler/Brightstar	Current Catalog	Lighting and mounts	15%
Streamlight	Current Catalog	Lighting and mounts	30%
Pelican Lights	Current Catalog	Lighting and mounts	25%
Ziamatic	Current Catalog	Mounts, brackets and tools	25%
Ziamatic	Current Catalog	Mounts, brackets and tools	25%
Wolfpack	Current Catalog	Packs, Wildland	20%
American Honda	Current Catalog	Pumps	5%
Groves Ready Rack	Current Catalog	Rack, Clothing	10%
Hotshield	Current Catalog	Respiratory Protection, Wildland	5%
Super Vac	Current Catalog	Saws	20%
Super Vac	Current Catalog	Smoke machines	20%
Fol-Da-Tank	Current Catalog	Tank, Portable Water	25%
Husky	Current Catalog	Tank, Portable Water	25%
Bullard	Current Catalog	Thermal Imagers	5%
Nupla/QEP	Current Catalog	Tools, Firefighting	25%
Globe	Current Catalog	Turnout Ensemble, Carins (REACTION) style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX style	40%
Globe	Current Catalog	Turnout Ensemble, G-XCEL style	40%
Globe	Current Catalog	Turnout Ensemble, G-XTREME style	40%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Tempest	Current Catalog	Ventilation	12%
Euramco	Current Catalog	Ventilation	10%
South Park	Current Catalog	Wrenches	25%
Category 2:		Firefighting Attack Tools	
Leatherhead tools	Current Catalog	Axes	25%
MK Diamond	Current Catalog	Blades, Saw	5%
Warthog	Current Catalog	Blades, Saw	Net
Ziamatic	Current Catalog	Brackets	25%
Rhyno Windshield Cutter	Current Catalog	Cutter, Windshield	Net
Wehr	Current Catalog	Saw, Windshield Glass	10%
Stihl (Pacific Stihl)	Current Catalog	Saws	Net
Cutters Edge	Current Catalog	Saws, Rescue	5%
Husqvarna	Current Catalog	Saws, Rescue	20%
Tempest	Current Catalog	Saws, Rescue	12%
Ziamatic	Current Catalog	Tool, Hand	25%
Paratech	Current Catalog	Tools, Air Lifting Bags	5%
Cooper Tool	Current Catalog	Tools, Bolt Cutters	20%
K-Tool	Current Catalog	Tools, Entry	5%
Fire Hooks	Current Catalog	Tools, Firefighting Attack	5%
Nupla/QEP	Current Catalog	Tools, Firefighting Attack	25%
Paratech	Current Catalog	Tools, Forcible Entry	5%
Council Tools	Current Catalog	Tools, Hand, Firefighting Attack	25%
Paratech	Current Catalog	Tools, Stabilization	5%
Rescue 42	Current Catalog	Tools, Stabilization, Struts	Net
Paratech	Current Catalog	Tools, Trench Rescue	5%
Tempest	Current Catalog	Ventilation	12%
EZ-Spanner	Current Catalog	Wrenches, Ratchet Hydrant	Net
Category 3:		Extraction Tools and Supplies	
Ajax	Current Catalog	Chisels, Pneumatic	5%
Special Service	Current Catalog	Chisels, Pneumatic	Net
Tractel Grip Hoist	Current Catalog	Come-a-long	Net
Turtle Plastics	Current Catalog	Cribbing	5%
Skedco	Current Catalog	Patient handling	Net
Husqvarna	Current Catalog	Saws	20%
Cutters Edge	Current Catalog	Saws	5%
Tempest	Current Catalog	Saws, Rescue	12%
Tempest	Current Catalog	Smoke machine	12%
Paratech	Current Catalog	Tools, Air Lifting Bags	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Paratech	Current Catalog	Tools, Forcible Entry	5%
Hurst 10,000psi Jaws of Life	Current Catalog	Tools, Rescue Hydraulic	10%
Hurst 5,000psi Jaws of Life	Current Catalog	Tools, Rescue Hydraulic	10%
Hurst Strong Arm	Current Catalog	Tools, Rescue Hydraulic	2%
Hurst e-Draulics Jaws-of-Life	Current Catalog	Tools, Rescue Hydraulic, Battery-Powered	10%
Paratech	Current Catalog	Tools, Stabilization	5%
Rescue 42	Current Catalog	Tools, Stabilization, Struts	Net
Paratech	Current Catalog	Tools, Trench Rescue	5%
Tempest	Current Catalog	Ventilation	12%
Category 4:		Search and Rescue Equipment	
Savox	Current Catalog	Camera Systems, Search	5%
Zistos	Current Catalog	Camera Systems, Search & Rescue	Net
Smith Detection	Current Catalog	Detection	Net
Honeywell Rae Systems Detection	Current Catalog	Detection	5%
Industrial Scientific	Current Catalog	Detection	5%
Mustang Survival	Current Catalog	Dry Suits	5%
Coleman -Stearns	Current Catalog	Dry Suits	5%
Petzel (Evac Systems)	Current Catalog	Hardware, Rope	5%
PMI	Current Catalog	Hardware, Rope	10%
Yates	Current Catalog	Hardware, Rope	5%
CMC	Current Catalog	Harnesses	10%
Duo Safety Ladders	Current Catalog	Ladders	10%
Sam Carbis	Current Catalog	Ladders	5%
Wing Enterprises/Little Giant Ladders	Current Catalog	Ladders	5%
Simulaids	Current Catalog	Mannequins, Training Aids	5%
Skedco	Current Catalog	Patient Handling	Net
Mustang Survival	Current Catalog	Personal Floatation Devices	5%
Coleman -Stearns	Current Catalog	Personal Floatation Devices	5%
CMC	Current Catalog	Rope	10%
Petzel (Evac Systems)	Current Catalog	Rope	5%
PMI	Current Catalog	Rope	10%
Yates	Current Catalog	Rope	5%
Bullard Thermal Imagers	Current Catalog	Thermal Imagers	5%
CMC	Current Catalog	Tools, Rescue	10%
Zistos	Current Catalog	Video Systems, Search & Rescue	5%
Category 5:		Firefighting and Firefighter Training	
Simulaids	Current Catalog	Mannequins, Training Aids	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Kidde	Current Catalog	Simulators, Firefighting Training Systems	Net
Fire Facilities	Current Catalog	Simulators, Firefighting Training Systems	Net
Fire- Vent	Current Catalog	Simulators, Firefighting Training Systems	Net
Weis Safety	Current Catalog	Simulators, Firefighting Training Systems	Net
Blast Mask	Current Catalog	Simulators, SCBA Training Systems	10%
Weis Safety	Current Catalog	Testing, Nozzle	Net
Firefighters Bookstore	Current Catalog	Training, Books	10%
Category 6:		Hazardous Material (HAZMAT) Equipment	
Tingley	Current Catalog	Boots, HAZMAT	25%
New Pig	Current Catalog	Clean-Up, HAZMAT	Net
Savox Con Space	Current Catalog	Communications	5%
Western Shelters	Current Catalog	Decon, HAZMAT (showers, pools, wands)	5%
Miti	Current Catalog	Decon, HAZMAT (showers, pools, wands)	5%
Honeywell Rae Systems	Current Catalog	Detection, HAZMAT	5%
Industrial Scientific	Current Catalog	Detection, HAZMAT	5%
Honeywell BW	Current Catalog	Detection, HAZMAT	5%
Smith Detection	Current Catalog	Detection, HAZMAT	Net
Fluke	Current Catalog	Detection, Heat	Net
SE International	Current Catalog	Detection, Radiation	Net
Indian Springs	Current Catalog	Kit, Chlorine Emergency, HAZMAT	Net
Husky	Current Catalog	Pools and tanks	25%
Fol-da-tank	Current Catalog	Pools and tanks	25%
Kappler	Current Catalog	Protective Ensembles, HAZMAT	25%
DuPont	Current Catalog	Protective Ensembles, HAZMAT	20%
Lakeland	Current Catalog	Protective Ensembles, HAZMAT	25%
Avon	Current Catalog	Respiratory Protection	5%
Honeywell	Current Catalog	Respiratory Protection	15%
Air Shelters USA/Zumro	Current Catalog	Shelters	5%
FSI North America	Current Catalog	Shelters	10%
Euramco - Ram Fam	Current Catalog	Ventilation Systems	10%
Allegro	Current Catalog	Ventilation Systems	5%
Tempest	Current Catalog	Ventilation Systems	12%
Blowhard	Current Catalog	Ventilation Systems	2%
Coastal Environmental	Current Catalog	Weather Stations	Net
Category 7:		Fire Extinguishers	
Fountainhead Indian Pump	Current Catalog	Backpack, Wildland Fire Extinguisher	25%
Ansul	Current Catalog	Fire extinguishers	25%
Amerex	Current Catalog	Fire extinguishers	25%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 8:		Firefighter Foam	
Ansul	Current Catalog	Foam, Firefighting	54%
Chemguard	Current Catalog	Foam, Firefighting	10%
National Foam/Angus	Current Catalog	Foam, Firefighting	Net
Thermo Gel	Current Catalog	Foam, Firefighting	Net
Category 9:		Firefighting (Municipal) Hoses	
Red Head Brass	Current Catalog	Adapters	25%
Harrington	Current Catalog	Adapters	30%
South Park	Current Catalog	Adapters	30%
Performance Advantage	Current Catalog	Brackets	5%
Zephyr	Current Catalog	Brackets	5%
Ziamatic	Current Catalog	Brackets	25%
Performance Advantage	Current Catalog	Clamps	5%
Zephyr	Current Catalog	Clamps	5%
Ziamatic	Current Catalog	Clamps	25%
North American Hose	Current Catalog	Hose, Firefighting	30%
All American Hose	Current Catalog	Hose, Firefighting	30%
Angus Hose	Current Catalog	Hose, Firefighting	10%
Red Head Brass	Current Catalog	Mounts, Water Flow Equipment	25%
Harrington	Current Catalog	Mounts, Water Flow Equipment	30%
South Park	Current Catalog	Mounts, Water Flow Equipment	30%
Red Head Brass	Current Catalog	Valves	25%
Harrington	Current Catalog	Valves	30%
Task Force Tips	Current Catalog	Water Flow Equipment	30%
Akron Brass	Current Catalog	Water Flow Equipment	20%
Elkhart Brass	Current Catalog	Water Flow Equipment	5%
C & S Supply	Current Catalog	Water Flow Equipment	25%
Kocheck	Current Catalog	Water Flow Equipment	30%
Category 10:		Fire Pumps	
Hale Pump	Current Catalog	Pumps, Firefighting	5%
Waterous Pumps	Current Catalog	Pumps, Firefighting	5%
Waterax	Current Catalog	Pumps, Firefighting	Net
CET	Current Catalog	Pumps, Firefighting	5%
Honda	Current Catalog	Pumps, Firefighting	5%
Prosser (Crane Pumps)	Current Catalog	Pumps, Submersible	10%
CET	Current Catalog	Skid unit	5%
Curtis Slide-in (Heiman)	Current Catalog	Skid unit	Net
Category 11:		Firefighter and Departmental Personal Apparel, Badges,	

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
		accessories, and Other Fire Department Related Items	
Danner/LaCrosse Boots	Current Catalog	Boots, Station	25%
Redback Boots	Current Catalog	Boots, Station	10%
Danner/LaCrosse Boots	Current Catalog	Boots, Wildland	25%
Under Armour	Current Catalog	Clothing	10%
Blauer	Current Catalog	Clothing	20%
DFND	Current Catalog	Clothing, Performance Base Layer	5%
Whites Boots	Current Catalog	Boots, Wildland	10%
Category 12:		Other	
Zoll	Current Catalog	AED	10%
Air Systems International	Current Catalog	Air Supply Systems	5%
Meret Medical	Current Catalog	Bags, Medical bags	10%
Performance Advantage	Current Catalog	Brackets	5%
Zephyr	Current Catalog	Brackets	5%
David Clark	Current Catalog	Communications	Net
Eagle Air	Current Catalog	Compressors	10%
Red Head	Current Catalog	Couplings	25%
South Park Brass	Current Catalog	Couplings	30%
Autel Robotics	Current Catalog	Drones	Net
Ram Air	Current Catalog	Dryer	10%
Meret Medical	Current Catalog	Equipment, Oxygen	10%
Revision	Current Catalog	Eye protection	20%
Ferno	Current Catalog	First Aid	Net
Junkin	Current Catalog	First Aid	5%
Harrington	Current Catalog	Fittings	30%
Red Head	Current Catalog	Fittings	25%
South Park Brass	Current Catalog	Fittings	30%
Mechanix	Current Catalog	Gloves	10%
Ringers	Current Catalog	Gloves	15%
Fire Research	Current Catalog	Lighting Systems	10%
Akron	Current Catalog	Nozzles	20%
C & S Supply	Current Catalog	Nozzles	25%
Elkhart Brass	Current Catalog	Nozzles	5%
Scott Plastics (Scotty)	Current Catalog	Nozzles	10%
TFT	Current Catalog	Nozzles	30%
Allied Medical	Current Catalog	Oxygen hardware	Net
Grace Industries	Current Catalog	Pass Device	Net
Stryker	Current Catalog	Patient handling	Net

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Western Shelter Snap tank	Current Catalog	Tank	5%
OHD	Current Catalog	Tester, FIT	5%
Honeywell	Current Catalog	Tester, Flow	Net
Rice Inc.	Current Catalog	Tester, Hose	10%
Globe	Current Catalog	Turnout Ensemble, Carins (REACTION) style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX style	40%
Globe	Current Catalog	Turnout Ensemble, G-XCEL style	40%
Globe	Current Catalog	Turnout Ensemble, G-XTREME style	40%
Honeywell Salvage Master	Current Catalog	Vacuums, Water	5%
Nilfisk Turbo	Current Catalog	Vacuums, Water	10%
Harrington	Current Catalog	Valves	30%
Kochek	Current Catalog	Wildland, Water Flow Devices	30%
Category 13:	Maintenance, Service and Testing		
CURTISCare	Current Catalog	Service, Breathing Air Compressor	Net
CURTISCare	Current Catalog	Service, EDraulic Rescue Tools (Hurst)	Net
CURTISCare	Current Catalog	Service, FIT Testing	Net
CURTISCare	Current Catalog	Service, Hydraulic Rescue Tools (Genesis)	Net
CURTISCare	Current Catalog	Service, Hydraulic Rescue Tools (Hurst)	Net
CURTISCare	Current Catalog	Service, Hydrotesting	Net
CURTISCare	Current Catalog	Service, Mako-brand compressor	Net
CURTISCare	Current Catalog	Service, SCBA	Net
Draft Commander	Current Catalog	Tester, Fire Apparatus Nozzle	Net
Draft Commander	Current Catalog	Tester, Fire Apparatus pump	Net
Rice Hose Tester	Current Catalog	Tester, Hose	10%
OHD	Current Catalog	Tester, Mask Fit	5%
Honeywell	Current Catalog	Tester, SCBA flow	Net
Fire Vent	Current Catalog	Training, Firefighting Training Systems	Net

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 19, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:



Date July 31, 2018

BY: Teila Leighton
ITS: Contract Manager

L.N. CURTIS & SONS:



Date 30July2018

BY: Nick Lawrence
ITS: Director, Special Programs

Second Amendment to Firefighting Equipment Master Price Agreement

Product Adjustment

This Amendment to the Master Price Agreement is entered into this 2nd day of July, 2018 by PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and L.N. Curtis and sons (CURTIS) ("Vendor") based upon the sales and/or service of Firefighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about June 19, 2017 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about November 3, 2017 and by this reference incorporated herein; and

WHEREAS, 4.9 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included turnout ensembles related to firefighting equipment in its response; and

WHEREAS, Vendor has provided notice it began supplying Globe ATHLETIX-style turnout ensembles; and

WHEREAS, Vendor has provided notice on or about June 14, 2018 to add Globe ATHLETIX-style turnout ensembles to the Master Price Agreement at a discount that is within the range of discounts for other products already included in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT FOR FIREFIGHTING EQUIPMENT

1. **Adjustment to Product Offering on Firefighting Equipment.**
Attachment A to the Master Price Agreement shall be amended in part to include the follow new product lines:

Product Category	Description	Discount
Category 12	Globe Turnout Ensemble, ATHLETIX - syle	37%

The product offering and discounts for all other commodities remain unchanged.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 19, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:



Date 7/2/2018

BY: Teila Leighton
ITS: Contract Manager

L.N. CURTIS & SONS:



Date July 2, 2018

BY: Nick Lawrence
ITS: Director, Speical Programs

First Amendment to Firefighting Equipment Master Price Agreement

Product Adjustment

This Amendment to the Master Price Agreement is entered into this 3rd day of November, 2017 by PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and L.N. Curtis and sons (CURTIS) ("Vendor") based upon the sales and/or service of Firefighting Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about June 19, 2017 and by this reference incorporated herein; and

WHEREAS, 4.9 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included helmets and other equipment and parts related to firefighting equipment in its response; and

WHEREAS, Vendor has provided notice it began supplying MSA helmets and portable instruments and parts; and

WHEREAS, Vendor has provided notice on or about October 24, 2017 to add MSA helmets and portable instruments and parts to the Master Price Agreement at equivalent or better discount off list pricing for helmets and other equipment and parts related to firefighting equipment already included in the Master Price Agreement; and

WHEREAS, Vendor included firefighting foam in its response; and

WHEREAS, Vendor has provided notice it began supplying Solberg firefighting foam; and

WHEREAS, Vendor has provided notice on or about November 2, 2017 to add Solberg firefighting foam to the Master Price Agreement at equivalent or better discount off list pricing firefighting foam already included in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the product addition;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT FOR FIREFIGHTING EQUIPMENT

1. **Adjustment to Product Offering on Firefighting Equipment.**

Attachment A to the Master Purchase Agreement shall be amended in part to include the follow new product lines:

Product Category	Description	Discount
Category 1	MSA Fire & Rescue Helmets	25%
Category 8 ¹¹	Solberg Firefigting Foam	5%
Category 12	MSA Portable Instruments	10%
Category 12	MSA Portable Instruments Parts	5%

The product offering and discounts for all other commodities remain unchanged.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 19, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:

Heidi Arnold Date November 3, 2017
BY: Heidi Arnold
ITS: Contract Manager

L.N. CURTIS & SONS:

Nick Lawrence Date November 3, 2017
BY: Nick Lawrence
ITS: Director, Special Programs

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“PPA” or “Purchaser”) and L.N. Curtis and sons (CURTIS) (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain Firefighting Equipment and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No. 1605 for Firefighting Equipment; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1605 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.11 “Parties” shall mean the Purchaser and Vendor.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing

contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists.

Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination as follows: CURTIS will provide a quote to all State of Hawaii inquiries requesting to "piggy-back" on any resulting contract between CURTIS and the PPA. CURTIS price quotes for Hawaiian inquiries will be FOB: Destination that will be calculated using the following formula: list price less the brand discount plus an estimated freight charge. CURTIS will estimate freight by using the UPS freight calculator listed at [UPS Freight Calculator \(https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL\)](https://wwwapps.ups.com/fctc/timeandcost?loc=en_US&ActionOriginPair=SeamlessExperience_StartSession&FREIGHT_TYPE=LTL) other calculators made publically available by other shipping companies. CURTIS will always seek best value for our customers.

CURTIS will provide a quote to all other states in the contiguous 48 plus Alaska requesting to "piggy-back" on any resulting contract between CURTIS and the PPA. CURTIS quoted prices for shipments to the continental USA plus Alaska will be FOB: Origin and will be calculated using the following formula: list price less the brand discount.

The customer invoice will include actual freight charges as a separate line item.. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and

terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.**

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers'

Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 **LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring

parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor’s Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser’s Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor’s sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor’s expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser’s request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:
Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
L.N. Curtis and sons
1800 Peralta Street
Oakland, CA 94067
ATTN: Nick Lawrence

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any

other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor

and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold
Printed Name: Heidi Arnold

Title: Contract Manager
Public Procurement Authority

Dated: June 19, 2017

VENDOR:

Signature: Nick Lawrence

Printed Name: Nick Lawrence

Title: Director, Special Programs
L.N. Curtis and sons (CURTIS)

Dated: June 19, 2017

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 1: Firefighting Equipment			
South Park	Current Catalog	Adapters	25%
Seco	Current Catalog	Bags	5%
RIT Safety Solutions	Current Catalog	Bags, Rit	5%
Fire Innovations	Current Catalog	Belts, Ladder	5%
Gemtor	Current Catalog	Belts, Ladder	10%
Cosmas	Current Catalog	Boots, Firefighting Leather	5%
Cosmas	Current Catalog	Boots, Firefighting Leather	5%
Globe	Current Catalog	Boots, Firefighting Leather	27%
Honeywell Footwear	Current Catalog	Boots, Firefighting Leather	25%
Cosmas	Current Catalog	Boots, Firefighting Rubber	5%
Honeywell Footwear	Current Catalog	Boots, Firefighting Rubber	25%
Danner/LaCrosse	Current Catalog	Boots, Station Leather	25%
Whites Boots	Current Catalog	Boots, Wildland Leather	10%
Danner/LaCrosse	Current Catalog	Boots, Wildland Leather	25%
Cosmas	Current Catalog	Boots, Wildland Leather	5%
Performance Advantage	Current Catalog	Brackets, Mounting	5%
ECMS, Inc.	Current Catalog	Care & Maintenance, PPE	Net
Pelican Case	Current Catalog	Cases	25%
Crew Boss	Current Catalog	Clothing, Rescue	5%
Globe	Current Catalog	Clothing, Rescue / EMS Ensembles	5%
Blauer Uniforms	Current Catalog	Clothing, Station and Outerwear Ensembles	20%
Crew Boss	Current Catalog	Clothing, Station Wear	5%
Workrite Uniforms	Current Catalog	Clothing, Station Wear	5%
5.11 Tactical	Current Catalog	Clothing, Tactical Ensembles	30%
Crew Boss	Current Catalog	Clothing, Wildland Ensembles	5%
PGI	Current Catalog	Clothing, Wildland Ensembles	20%
Gosport	Current Catalog	Covers & Tarps, Salvage	15%
ESS Goggles	Current Catalog	Eye protection	5%
Super Vac	Current Catalog	Fans	20%
Paul Conway	Current Catalog	Fronts, Helmets	Net

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
American Honda	Current Catalog	Generators	5%
Firecraft	Current Catalog	Gloves, Extrication	5%
Ringers	Current Catalog	Gloves, Extrication	10%
Shelby	Current Catalog	Gloves, Extrication	20%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Extrication	5%
Firecraft	Current Catalog	Gloves, Firefighting	5%
Shelby	Current Catalog	Gloves, Firefighting	18%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Firefighting	5%
Firecraft	Current Catalog	Gloves, Wildland Firefighting	5%
Shelby	Current Catalog	Gloves, Wildland Firefighting	20%
Tech Trade (Pro-tech)	Current Catalog	Gloves, Wildland Firefighting	5%
Bullard Helmets	Current Catalog	Helmets, Firefighting	25%
Paul Conway	Current Catalog	Helmets, Firefighting	Net
Bullard	Current Catalog	Helmets, Wildland Firefighting	25%
PGI	Current Catalog	Hoods, Wildland	10%
Duo Safety	Current Catalog	Ladders	10%
Sam Carbis	Current Catalog	Ladders	5%
Akron GFE lighting	Current Catalog	Lighting and mounts	20%
Foxfury	Current Catalog	Lighting and mounts	13%
Koehler/Brightstar	Current Catalog	Lighting and mounts	15%
Streamlight	Current Catalog	Lighting and mounts	30%
Pelican Lights	Current Catalog	Lighting and mounts	25%
Ziamatic	Current Catalog	Mounts, brackets and tools	25%
Ziamatic	Current Catalog	Mounts, brackets and tools	25%
Wolfpack	Current Catalog	Packs, Wildland	20%
American Honda	Current Catalog	Pumps	5%
Groves Ready Rack	Current Catalog	Rack, Clothing	10%
Hotshield	Current Catalog	Respiratory Protection, Wildland	5%
Super Vac	Current Catalog	Saws	20%
Super Vac	Current Catalog	Smoke machines	20%
Fol-Da-Tank	Current Catalog	Tank, Portable Water	25%
Husky	Current Catalog	Tank, Portable Water	25%
Bullard	Current Catalog	Thermal Imagers	5%
Nupla/QEP	Current Catalog	Tools, Firefighting	25%
Globe	Current Catalog	Turnout Ensemble, Carins (REACTION) style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX style	40%
Globe	Current Catalog	Turnout Ensemble, G-XCEL style	40%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Globe	Current Catalog	Turnout Ensemble, G-XTREME style	40%
Tempest	Current Catalog	Ventilation	12%
Euramco	Current Catalog	Ventilation	10%
South Park	Current Catalog	Wrenches	25%
Category 2: Firefighting Attack Tools			
Leatherhead tools	Current Catalog	Axes	25%
MK Diamond	Current Catalog	Blades, Saw	5%
Warthog	Current Catalog	Blades, Saw	Net
Ziamatic	Current Catalog	Brackets	25%
Rhyno Windshield Cutter	Current Catalog	Cutter, Windshield	Net
Wehr	Current Catalog	Saw, Windshield Glass	10%
Stihl (Pacific Stihl)	Current Catalog	Saws	Net
Cutters Edge	Current Catalog	Saws, Rescue	5%
Husqvarna	Current Catalog	Saws, Rescue	20%
Tempest	Current Catalog	Saws, Rescue	12%
Ziamatic	Current Catalog	Tool, Hand	25%
Paratech	Current Catalog	Tools, Air Lifting Bags	5%
Cooper Tool	Current Catalog	Tools, Bolt Cutters	20%
K-Tool	Current Catalog	Tools, Entry	5%
Fire Hooks	Current Catalog	Tools, Firefighting Attack	5%
Nupla/QEP	Current Catalog	Tools, Firefighting Attack	25%
Paratech	Current Catalog	Tools, Forcible Entry	5%
Council Tools	Current Catalog	Tools, Hand, Firefighting Attack	25%
Paratech	Current Catalog	Tools, Stabilization	5%
Rescue 42	Current Catalog	Tools, Stabilization, Struts	Net
Paratech	Current Catalog	Tools, Trench Rescue	5%
Tempest	Current Catalog	Ventilation	12%
EZ-Spanner	Current Catalog	Wrenches, Ratchet Hydrant	Net
Category 3: Extraction Tools and Supplies			
Ajax	Current Catalog	Chisels, Pneumatic	5%
Special Service	Current Catalog	Chisels, Pneumatic	Net
Tractel Grip Hoist	Current Catalog	Come-a-long	Net
Turtle Plastics	Current Catalog	Cribbing	5%
Skedco	Current Catalog	Patient handling	Net
Husqvarna	Current Catalog	Saws	20%
Cutters Edge	Current Catalog	Saws	5%
Tempest	Current Catalog	Saws, Rescue	12%
Tempest	Current Catalog	Smoke machine	12%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Paratech	Current Catalog	Tools, Air Lifting Bags	5%
Paratech	Current Catalog	Tools, Forcible Entry	5%
Hurst 10,000psi Jaws of Life	Current Catalog	Tools, Rescue Hydraulic	10%
Hurst 5,000psi Jaws of Life	Current Catalog	Tools, Rescue Hydraulic	10%
Hurst Strong Arm	Current Catalog	Tools, Rescue Hydraulic	2%
Hurst e-Draulics Jaws-of-Life	Current Catalog	Tools, Rescue Hydraulic, Battery-Powered	10%
Paratech	Current Catalog	Tools, Stabilization	5%
Rescue 42	Current Catalog	Tools, Stabilization, Struts	Net
Paratech	Current Catalog	Tools, Trench Rescue	5%
Tempest	Current Catalog	Ventilation	12%
Category 4:		Search and Rescue Equipment	
Savox	Current Catalog	Camera Systems, Search	5%
Zistos	Current Catalog	Camera Systems, Search & Rescue	Net
Smith Detection	Current Catalog	Detection	Net
Draeger Gas Detection	Current Catalog	Detection	5%
Honeywell Rae Systems Detection	Current Catalog	Detection	5%
Industrial Scientific	Current Catalog	Detection	5%
Mustang Survival	Current Catalog	Dry Suits	5%
Coleman -Stearns	Current Catalog	Dry Suits	5%
Petzel (Evac Systems)	Current Catalog	Hardware, Rope	5%
PMI	Current Catalog	Hardware, Rope	10%
Yates	Current Catalog	Hardware, Rope	5%
CMC	Current Catalog	Harnesses	10%
Duo Safety Ladders	Current Catalog	Ladders	10%
Sam Carbis	Current Catalog	Ladders	5%
Wing Enterprises/Little Giant Ladders	Current Catalog	Ladders	5%
Simulaids	Current Catalog	Mannequins, Training Aids	5%
Skedco	Current Catalog	Patient Handling	Net
Mustang Survival	Current Catalog	Personal Floatation Devices	5%
Coleman -Stearns	Current Catalog	Personal Floatation Devices	5%
CMC	Current Catalog	Rope	10%
Petzel (Evac Systems)	Current Catalog	Rope	5%
PMI	Current Catalog	Rope	10%
Yates	Current Catalog	Rope	5%
Bullard Thermal Imagers	Current Catalog	Thermal Imagers	5%
CMC	Current Catalog	Tools, Rescue	10%
Zistos	Current Catalog	Video Systems, Search & Rescue	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 5:		Firefighting and Firefighter Training	
Simulaids	Current Catalog	Mannequins, Training Aids	5%
Kidde	Current Catalog	Simulators, Firefighting Training Systems	Net
Fire Facilities	Current Catalog	Simulators, Firefighting Training Systems	Net
Fire- Vent	Current Catalog	Simulators, Firefighting Training Systems	Net
Weis Safety	Current Catalog	Simulators, Firefighting Training Systems	Net
Blast Mask	Current Catalog	Simulators, SCBA Training Systems	10%
Weis Safety	Current Catalog	Testing, Nozzle	Net
Firefighters Bookstore	Current Catalog	Training, Books	10%
Category 6:		Hazardous Material (HAZMAT) Equipment	
Tingley	Current Catalog	Boots, HAZMAT	25%
New Pig	Current Catalog	Clean-Up, HAZMAT	Net
Savox Con Space	Current Catalog	Communications	5%
Western Shelters	Current Catalog	Decon, HAZMAT (showers, pools, wands)	5%
Miti	Current Catalog	Decon, HAZMAT (showers, pools, wands)	5%
Honeywell Rae Systems	Current Catalog	Detection, HAZMAT	5%
Industrial Scientific	Current Catalog	Detection, HAZMAT	5%
Honeywell BW	Current Catalog	Detection, HAZMAT	5%
Smith Detection	Current Catalog	Detection, HAZMAT	Net
Fluke	Current Catalog	Detection, Heat	Net
SE International	Current Catalog	Detection, Radiation	Net
Indian Springs	Current Catalog	Kit, Chlorine Emergency, HAZMAT	Net
Husky	Current Catalog	Pools and tanks	25%
Fol-da-tank	Current Catalog	Pools and tanks	25%
Draeger	Current Catalog	Protective Ensembles, HAZMAT	5%
Kappler	Current Catalog	Protective Ensembles, HAZMAT	25%
DuPont	Current Catalog	Protective Ensembles, HAZMAT	20%
Lakeland	Current Catalog	Protective Ensembles, HAZMAT	25%
Avon	Current Catalog	Respiratory Protection	5%
Honeywell	Current Catalog	Respiratory Protection	15%
Draeger	Current Catalog	Respiratory Protection	15%
Air Shelters USA/Zumro	Current Catalog	Shelters	5%
FSI North America	Current Catalog	Shelters	10%
Euramco - Ram Fam	Current Catalog	Ventilation Systems	10%
Allegro	Current Catalog	Ventilation Systems	5%
Tempest	Current Catalog	Ventilation Systems	12%
Blowhard	Current Catalog	Ventilation Systems	2%
Coastal Environmental	Current Catalog	Weather Stations	Net

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Category 7:		Fire Extinguishers	
Fountainhead Indian Pump	Current Catalog	Backpack, Wildland Fire Extinguisher	25%
Ansul	Current Catalog	Fire extinguishers	25%
Amerex	Current Catalog	Fire extinguishers	25%
Category 8:		Firefighter Foam	
Ansul	Current Catalog	Foam, Firefighting	54%
Chemguard	Current Catalog	Foam, Firefighting	10%
National Foam/Angus	Current Catalog	Foam, Firefighting	Net
Thermo Gel	Current Catalog	Foam, Firefighting	Net
Category 9:		Firefighting (Municipal) Hoses	
Red Head Brass	Current Catalog	Adapters	25%
Harrington	Current Catalog	Adapters	30%
South Park	Current Catalog	Adapters	30%
Performance Advantage	Current Catalog	Brackets	5%
Zephyr	Current Catalog	Brackets	5%
Ziamatic	Current Catalog	Brackets	25%
Performance Advantage	Current Catalog	Clamps	5%
Zephyr	Current Catalog	Clamps	5%
Ziamatic	Current Catalog	Clamps	25%
North American Hose	Current Catalog	Hose, Firefighting	30%
All American Hose	Current Catalog	Hose, Firefighting	30%
Angus Hose	Current Catalog	Hose, Firefighting	10%
Red Head Brass	Current Catalog	Mounts, Water Flow Equipment	25%
Harrington	Current Catalog	Mounts, Water Flow Equipment	30%
South Park	Current Catalog	Mounts, Water Flow Equipment	30%
Red Head Brass	Current Catalog	Valves	25%
Harrington	Current Catalog	Valves	30%
Task Force Tips	Current Catalog	Water Flow Equipment	30%
Akron Brass	Current Catalog	Water Flow Equipment	20%
Elkhart Brass	Current Catalog	Water Flow Equipment	5%
C & S Supply	Current Catalog	Water Flow Equipment	25%
Kochek	Current Catalog	Water Flow Equipment	30%
Category 10:		Fire Pumps	
Hale Pump	Current Catalog	Pumps, Firefighting	5%
Waterous Pumps	Current Catalog	Pumps, Firefighting	5%
Waterax	Current Catalog	Pumps, Firefighting	Net
CET	Current Catalog	Pumps, Firefighting	5%
Honda	Current Catalog	Pumps, Firefighting	5%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
Prosser (Crane Pumps)	Current Catalog	Pumps, Submersible	10%
CET	Current Catalog	Skid unit	5%
Curtis Slide-in (Heiman)	Current Catalog	Skid unit	Net
Category 11:		Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items	
Danner/LaCrosse Boots	Current Catalog	Boots, Station	25%
Redback Boots	Current Catalog	Boots, Station	10%
Danner/LaCrosse Boots	Current Catalog	Boots, Wildland	25%
Under Armour	Current Catalog	Clothing	10%
Blauer	Current Catalog	Clothing	20%
DFND	Current Catalog	Clothing, Performance Base Layer	5%
Whites Boots	Current Catalog	Boots, Wildland	10%
Category 12:		Other	
Zoll	Current Catalog	AED	10%
Air Systems International	Current Catalog	Air Supply Systems	5%
Meret Medical	Current Catalog	Bags, Medical bags	10%
Performance Advantage	Current Catalog	Brackets	5%
Zephyr	Current Catalog	Brackets	5%
David Clark	Current Catalog	Communications	Net
Eagle Air	Current Catalog	Compressors	10%
Red Head	Current Catalog	Couplings	25%
South Park Brass	Current Catalog	Couplings	30%
Autel Robotics	Current Catalog	Drones	Net
Ram Air	Current Catalog	Dryer	10%
Meret Medical	Current Catalog	Equipment, Oxygen	10%
Revision	Current Catalog	Eye protection	20%
Ferno	Current Catalog	First Aid	Net
Junkin	Current Catalog	First Aid	5%
Harrington	Current Catalog	Fittings	30%
Red Head	Current Catalog	Fittings	25%
South Park Brass	Current Catalog	Fittings	30%
Mechanix	Current Catalog	Gloves	10%
Ringers	Current Catalog	Gloves	15%
Fire Research	Current Catalog	Lighting Systems	10%
Akron	Current Catalog	Nozzles	20%
C & S Supply	Current Catalog	Nozzles	25%
Elkhart Brass	Current Catalog	Nozzles	5%
Scott Plastics (Scotty)	Current Catalog	Nozzles	10%

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
TFT	Current Catalog	Nozzles	30%
Allied Medical	Current Catalog	Oxygen hardware	Net
Grace Industries	Current Catalog	Pass Device	Net
Stryker	Current Catalog	Patient handling	Net
Western Shelter Snap tank	Current Catalog	Tank	5%
OHD	Current Catalog	Tester, FIT	5%
Honeywell	Current Catalog	Tester, Flow	Net
Rice Inc.	Current Catalog	Tester, Hose	10%
Globe	Current Catalog	Turnout Ensemble, Carins (REACTION) style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX Metro style	40%
Globe	Current Catalog	Turnout Ensemble, CLASSIX style	40%
Globe	Current Catalog	Turnout Ensemble, G-XCEL style	40%
Globe	Current Catalog	Turnout Ensemble, G-XTREME style	40%
Honeywell Salvage Master	Current Catalog	Vacuums, Water	5%
Nilfisk Turbo	Current Catalog	Vacuums, Water	10%
Harrington	Current Catalog	Valves	30%
Kochek	Current Catalog	Wildland, Water Flow Devices	30%
Category 13:	Maintenance, Service and Testing		
CURTISCare	Current Catalog	Service, Breathing Air Compressor	Net
CURTISCare	Current Catalog	Service, EDraulic Rescue Tools (Hurst)	Net
CURTISCare	Current Catalog	Service, FIT Testing	Net
CURTISCare	Current Catalog	Service, Hydraulic Rescue Tools (Genesis)	Net
CURTISCare	Current Catalog	Service, Hydraulic Rescue Tools (Hurst)	Net
CURTISCare	Current Catalog	Service, Hydrotesting	Net
CURTISCare	Current Catalog	Service, Mako-brand compressor	Net
CURTISCare	Current Catalog	Service, SCBA	Net
Draft Commander	Current Catalog	Tester, Fire Apparatus Nozzle	Net
Draft Commander	Current Catalog	Tester, Fire Apparatus pump	Net
Rice Hose Tester	Current Catalog	Tester, Hose	10%
OHD	Current Catalog	Tester, Mask Fit	5%
Honeywell	Current Catalog	Tester, SCBA flow	Net
Fire Vent	Current Catalog	Training, Firefighting Training Systems	Net

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement (“IGA”), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency’s legal requirements as if it were the “Purchaser” hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

None