



## STAFF REPORT

**Report To:** Board of Supervisors                      **Meeting Date:** June 20, 2019

**Staff Contact:** Carol Akers and Fire Chief Sean Slamon

**Agenda Title:** For Possible Action: Discussion and possible action regarding the Carson City Fire Department's proposed use of Curtis joinder contract No. 00000170 with NPPGov, through June 30, 2020, to purchase Fire Personal Protective Equipment-Turnouts and Fire Rescue Tools and Equipment as needed, for a not to exceed amount of \$111,000. (Carol Akers, CAkers@carson.org and Sean Slamon, SSlamon@carson.org)

Staff Summary: 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. This contract will allow the Carson City Fire Department to purchase this equipment as needed.

**Agenda Action:** Formal Action / Motion                      **Time Requested:** Consent

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### **Proposed Motion**

I move to approve the purchases as presented.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

None

### **Background/Issues & Analysis**

In accordance with 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. Staff has identified a contract through NPPGov for Globe G-XTREME 3.0 Jacket and Pants-fire turnouts and fire-related equipment.

Contract being utilized:

NPPGov Curtis Contract No. 00000170 (expires 6/19/20)

<https://nppgov.com/contract/l-n-curtis-sons-firefighting-equipment>

The purchase amount exceeds \$50,000.00 and therefore requires Board of Supervisors approval pursuant to City policy.

### **Applicable Statute, Code, Policy, Rule or Regulation**

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Funded from the Personal Protective Equipment Account & Fire Rescue Tools and Equipment Account in the General Fund for FY2020.

Personnel Protective Equipment Account / 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

**Explanation of Fiscal Impact:** If approved the Personal Protective Equipment Accounts & Fire Rescue Tools and Equipment Account will be reduced by a not to exceed amount of \$111,000.

**Alternatives**

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

**Attachments:**

[Curtis-Joinder Supporting Docs.pdf](#)

**Board Action Taken:**

Motion: \_\_\_\_\_

1) \_\_\_\_\_

2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_  
(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](http://nppgov.com).

### Contract Details

- Log into [nppgov.com](http://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.**

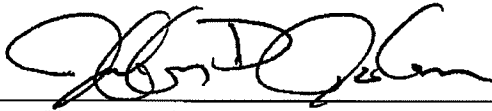
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**PUBLIC PROCUREMENT AUTHORITY  
ENDORSEMENT AND AUTHORIZATION**

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](mailto: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



# **Seventh Amendment to Firefighting Equipment Master Price Agreement**

## **Product Removal and Update**

This Amendment to the Master Price Agreement is entered into this 15<sup>th</sup> day of May, 2019 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, Purchaser and Vendor entered into a Third Amendment to the Master Price Agreement on or about July 31, 2018 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fourth Amendment to the Master Price Agreement on or about November 1, 2018 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fifth Amendment to the Master Price Agreement on or about November 15, 2018 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Sixth Amendment to the Master Price Agreement on or about January 10, 2019 and by this reference incorporated herein; and

WHEREAS, Vendor included manufacturer Kappler in its response for Protective Ensemblers; and

WHEREAS, Kappler has made a fundamental company-wide change in the way it prices and discounts products and services. The effect of this change is a lower MSRP and a lower discount applied against MSRP. The net effect of the change on contract pricing is beneficial to the Purchaser; and

WHEREAS, Article 4.5 of the Master Price Agreement provides that price reductions can be offered at any time and shall become effective upon notice of acceptance from Purchaser.

WHEREAS, Vendor provided notice on or about May 3, 2019 to lower Kappler branded product and services MSRP and discount to represent an overall lower price on all products and services under the Master Price Agreement; and

WHEREAS, Vendor included Autel Robotics branded drones, Avon branded Respiratory Protection, Honeywell branded Respiratory Protection, HAZMAT and Detection Systems, Industrial Scientific branded HAZMAT Detection, and Paul Conway branded firefighting helmets in its response; and

WHEREAS, Vendor has provided notice that it is no longer supplying Autel Robotics branded drones, Avon branded Respiratory Protection, Honeywell branded Respiratory Protection, HAZMAT and Detection Systems, Industrial Scientific branded HAZMAT Detection, and Paul Conway branded firefighting helmets; and

WHEREAS, Vendor has provided notice on or about March 28, 2019 to remove Autel Robotics branded drones, Avon branded Respiratory Protection, Honeywell branded Respiratory Protection, HAZMAT and Detection Systems, Industrial Scientific branded HAZMAT Detection, and Paul Conway branded firefighting helmets from the Master Price Agreement; 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 Fire Department Related Items related to Category 11; and

WHEREAS, Vendor has provided notice it began supplying Western State Design PPE Washer-Extractors, Dryers, and Drying Cabinets; and

WHEREAS, Vendor has provided notice on or about May 10, 2019 to add Western State Design PPE Washer-Extractors, Dryers, and Drying Cabinets s 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, Vendor has provided notice on or about May 10, 2019 to correct a scrivener error regarding the category for ECMS products; and

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

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

## **SEVENTH AMENDMENT TO MASTER PRICE AGREEMENT FOR FIREFIGHTING EQUIPMENT**

1. **Product Removal and Update in Attachment A on Firefighting Equipment.** Attachment A to the Master Price Agreement shall be amended in full to read as follows:

Brand	Product Description	Discount Off List	Contract Category
<b>5.11 Tactical</b>	Clothing Tactical Ensembles	<b>30%</b>	Category 01: Firefighting Equipment
<b>Air Shelters USA/Zumro</b>	Shelters	<b>5%</b>	Category 06: Hazardous Material Equipment
<b>Air Shelters USA/Zumro</b>	Air Supply Systems	<b>5%</b>	Category 12: Other
<b>Ajax</b>	Chisels Pneumatic	<b>5%</b>	Category 03: Extraction Tools & Supplies
<b>Akron</b>	Lighting and mounts	<b>20%</b>	Category 01: Firefighting Equipment
<b>Akron Brass</b>	Water Flow Equipment	<b>20%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Akron Brass</b>	Nozzles	<b>20%</b>	Category 12: Other
<b>All American Hose</b>	Hose Firefighting	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Allegro</b>	Ventilation Systems	<b>5%</b>	Category 06: Hazardous Material Equipment
<b>Allied Medical</b>	Oxygen Hardware	<b>Net</b>	Category 12: Other
<b>Amerex</b>	Fire extinguishers	<b>25%</b>	Category 07: Fire Extinguishers
<b>American Honda</b>	Generators	<b>5%</b>	Category 01: Firefighting Equipment
<b>American Honda</b>	Pumps	<b>5%</b>	Category 01: Firefighting Equipment
<b>Ansul</b>	Fire extinguishers	<b>25%</b>	Category 07: Fire Extinguishers
<b>Ansul</b>	Foam (Firefighting)	<b>54%</b>	Category 08: Firefighter Foam
<b>Blast Mask</b>	SCBA Training Systems	<b>10%</b>	Category 05: Firefighting and Firefighter Training
<b>Blauer</b>	Clothing	<b>20%</b>	Category 11: Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items
<b>Blauer Uniforms</b>	Clothing Station and Outerwear Ensembles	<b>20%</b>	Category 01: Firefighting Equipment
<b>Blowhard</b>	Ventilation Systems	<b>2%</b>	Category 06: Hazardous Material Equipment
<b>Bullard</b>	Helmets Wildland Firefighting	<b>25%</b>	Category 01: Firefighting Equipment
<b>Bullard</b>	Thermal Imagers	<b>5%</b>	Category 01: Firefighting Equipment
<b>Bullard</b>	Thermal Imagers Thermal Imagers	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>BullDog Hose Company</b>	Hose Firefighting	<b>10%</b>	Category 09: Firefighting (Municipal) Hoses
<b>C &amp; S Supply</b>	Water Flow Equipment	<b>25%</b>	Category 09: Firefighting (Municipal) Hoses
<b>C &amp; S Supply</b>	Nozzles	<b>25%</b>	Category 12: Other
<b>CET</b>	Pumps Firefighting	<b>5%</b>	Category 10: Fire Pumps
<b>CET</b>	Skid Unit	<b>5%</b>	Category 10: Fire Pumps
<b>Chemguard</b>	Foam (Firefighting)	<b>10%</b>	Category 08: Firefighter Foam
<b>CMC</b>	Harnesses	<b>10%</b>	Category 04: Search & Rescue Equipment
<b>CMC</b>	Rope	<b>10%</b>	Category 04: Search & Rescue Equipment
<b>CMC</b>	Tools Rescue	<b>10%</b>	Category 04: Search & Rescue Equipment

<b>Coastal Environmental</b>	Weather Stations	<b>Net</b>	Category 06: Hazardous Material Equipment
<b>Coleman-Stearns</b>	Dry Suits	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Coleman-Stearns</b>	Personal Floatation Devices	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Cooper Tool Tools</b>	Bolt Cutters	<b>20%</b>	Category 02: Firefighting Attack Tools
<b>Cosmas</b>	Boots Firefighting Leather	<b>5%</b>	Category 01: Firefighting Equipment
<b>Cosmas</b>	Boots Firefighting Leather	<b>5%</b>	Category 01: Firefighting Equipment
<b>Cosmas</b>	Boots Firefighting Rubber	<b>5%</b>	Category 01: Firefighting Equipment
<b>Cosmas</b>	Boots Wildland Leather	<b>5%</b>	Category 01: Firefighting Equipment
<b>Council Tools</b>	Tools Hand Firefighting Attack	<b>25%</b>	Category 02: Firefighting Attack Tools
<b>Crew Boss</b>	Clothing Rescue	<b>5%</b>	Category 01: Firefighting Equipment
<b>Crew Boss</b>	Clothing Station Wear	<b>5%</b>	Category 01: Firefighting Equipment
<b>Crew Boss</b>	Clothing Wildland Ensembles	<b>5%</b>	Category 01: Firefighting Equipment
<b>Curtis</b>	Slide-in (Heiman) Skid Unit	<b>Net</b>	Category 10: Fire Pumps
<b>CURTISCare Service</b>	Breathing Air Compressor	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>CURTISCare Service</b>	EDraulic Rescue Tools (Hurst)	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>CURTISCare Service</b>	FIT Testing	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>CURTISCare Service</b>	Hydraulic Rescue Tools (Genesis)	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>CURTISCare Service</b>	Hydraulic Rescue Tools (Hurst)	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>CURTISCare Service</b>	Hydrotesting	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>CURTISCare Service</b>	Mako-brand compressor	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>CURTISCare Service</b>	SCBA	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>Cutters Edge</b>	Saws Rescue	<b>5%</b>	Category 02: Firefighting Attack Tools
<b>Cutters Edge</b>	Saws	<b>5%</b>	Category 03: Extraction Tools & Supplies
<b>Danner/LaCrosse</b>	Boots Station Leather	<b>25%</b>	Category 01: Firefighting Equipment
<b>Danner/LaCrosse</b>	Boots Wildland Leather	<b>25%</b>	Category 01: Firefighting Equipment
<b>Danner/LaCrosse</b>	Boots Station	<b>25%</b>	Category 11: Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items
<b>Danner/LaCrosse</b>	Boots Wildland	<b>25%</b>	Category 11: Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items

David Clark	Communications	Net	Category 12: Other
DFND	Performance Base Layer Clothing	5%	Category 11: Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items
Draft Commander Tester	Fire Apparatus Nozzle	Net	Category 13: Maintenance, Service, and Testing
Draft Commander Tester	Fire Apparatus Pump	Net	Category 13: Maintenance, Service, and Testing
Duo Safety	Ladders	10%	Category 01: Firefighting Equipment
Duo Safety	Ladders	10%	Category 04: Search & Rescue Equipment
DuPont	Protective Ensembles HAZMAT	20%	Category 06: Hazardous Material Equipment
EagleAir	Compressors	10%	Category 12: Other
ECMS Inc.	Care & Maintenance PPE	Net	Category 13: Maintenance, Service, and Testing
Elkhart Brass	Water Flow Equipment	5%	Category 09: Firefighting (Municipal) Hoses
Elkhart Brass	Nozzles	5%	Category 12: Other
ESS Goggles	Eye protection	5%	Category 01: Firefighting Equipment
Euramco	Ventilation	10%	Category 01: Firefighting Equipment
Euramco Ram Fam	Ventilation Systems	10%	Category 06: Hazardous Material Equipment
EZ-Spanner	Wrenches Ratchet Hydrant	Net	Category 02: Firefighting Attack Tools
Ferno	First Aid	Net	Category 12: Other
Fire Facilities	Firefighting Training Systems	Net	Category 05: Firefighting and Firefighter Training
Fire Hooks	Tools Firefighting Attack	5%	Category 02: Firefighting Attack Tools
Fire Innovations	Belts Ladder	5%	Category 01: Firefighting Equipment
Fire Research	Lighting Systems	10%	Category 12: Other
Fire Vent Training	Firefighting Training Systems	Net	Category 13: Maintenance, Service, and Testing
Firecraft	Gloves Extrication	5%	Category 01: Firefighting Equipment
Firecraft	Gloves Firefighting	5%	Category 01: Firefighting Equipment
Firecraft	Gloves Wildland Firefighting	5%	Category 01: Firefighting Equipment
Firefighters Bookstore	Training Books	10%	Category 05: Firefighting and Firefighter Training
Fire-Vent	Firefighting Training Systems	Net	Category 05: Firefighting and Firefighter Training
Fluke	Detection (Heat)	Net	Category 06: Hazardous Material (HAZMAT) Equipment
Fol-Da-Tank	Tank Portable Water	25%	Category 01: Firefighting Equipment
Fol-Da-Tank	Pools and Tanks	25%	Category 06: Hazardous Material (HAZMAT) Equipment

<b>Fountainhead</b>	Indian Pump Backpack (Wildland Fire Extinguisher)	<b>25%</b>	Category 07: Fire Extinguishers
<b>Foxfury</b>	Lighting and mounts	<b>13%</b>	Category 01: Firefighting Equipment
<b>FSI North America</b>	Shelters	<b>10%</b>	Category 06: Hazardous Material Equipment
<b>Gemtor</b>	Belts Ladder	<b>10%</b>	Category 01: Firefighting Equipment
<b>Globe</b>	Boots Firefighting Leather	<b>27%</b>	Category 01: Firefighting Equipment
<b>Globe</b>	Clothing Rescue / EMS Ensembles	<b>5%</b>	Category 01: Firefighting Equipment
<b>Globe</b>	Turnout Ensemble Carins (REACTION) style	<b>40%</b>	Category 01: Firefighting Equipment
<b>Globe</b>	Turnout Ensemble CLASSIX Metro style	<b>40%</b>	Category 01: Firefighting Equipment
<b>Globe</b>	Turnout Ensemble CLASSIX style	<b>40%</b>	Category 01: Firefighting Equipment
<b>Globe</b>	Turnout Ensemble G-XCEL style	<b>40%</b>	Category 01: Firefighting Equipment
<b>Globe</b>	Turnout Ensemble G-XTREME style	<b>40%</b>	Category 01: Firefighting Equipment
<b>Globe</b>	Turnout Ensemble Carins (REACTION) style	<b>40%</b>	Category 12: Other
<b>Globe</b>	Turnout Ensemble CLASSIX Metro style	<b>40%</b>	Category 12: Other
<b>Globe</b>	Turnout Ensemble CLASSIX style	<b>40%</b>	Category 12: Other
<b>Globe</b>	Turnout Ensemble G-XCEL style	<b>40%</b>	Category 12: Other
<b>Globe</b>	Turnout Ensemble G-XTREME style	<b>40%</b>	Category 12: Other
<b>Globe (Amendment 2)</b>	Turnout Ensemble ATHLETIX style	<b>37%</b>	Category 12: Other
<b>Gosport</b>	Covers & Tarps Salvage	<b>15%</b>	Category 01: Firefighting Equipment
<b>Grace Industries</b>	Pass Device	<b>Net</b>	Category 12: Other
<b>Groves Ready Rack</b>	Rack Clothing	<b>10%</b>	Category 01: Firefighting Equipment
<b>Hale</b>	Pumps Firefighting	<b>5%</b>	Category 10: Fire Pumps
<b>Harrington</b>	Adapters	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Harrington</b>	Mounts/Water Flow Equipment	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Harrington</b>	Valves	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Harrington</b>	Fittings	<b>30%</b>	Category 12: Other
<b>Harrington</b>	Valves	<b>30%</b>	Category 12: Other
<b>Honda</b>	Pumps Firefighting	<b>5%</b>	Category 10: Fire Pumps
<b>Honeywell</b>	Tester Flow	<b>Net</b>	Category 12: Other
<b>Honeywell Footwear</b>	Boots Firefighting Leather	<b>25%</b>	Category 01: Firefighting Equipment
<b>Honeywell Footwear</b>	Boots Firefighting Rubber	<b>25%</b>	Category 01: Firefighting Equipment
<b>Honeywell Salvage Master</b>	Vacuums (Water)	<b>5%</b>	Category 12: Other

<b>Honeywell Tester</b>	SCBA Flow	<b>Net</b>	Category 13: Maintenance, Service, and Testing
<b>Hotshield</b>	Respiratory Protection Wildland	<b>5%</b>	Category 01: Firefighting Equipment
<b>Hurst 10000psi Jaws of Life</b>	Tools Rescue Hydraulic	<b>10%</b>	Category 03: Extraction Tools & Supplies
<b>Hurst 5000psi Jaws of Life</b>	Tools Rescue Hydraulic	<b>10%</b>	Category 03: Extraction Tools & Supplies
<b>Hurst e-Draulics Jaws-of-Life</b>	Tools Rescue Hydraulic Battery-Powered	<b>10%</b>	Category 03: Extraction Tools & Supplies
<b>Hurst Strong Arm</b>	Tools Rescue Hydraulic	<b>2%</b>	Category 03: Extraction Tools & Supplies
<b>Husky</b>	Tank Portable Water	<b>25%</b>	Category 01: Firefighting Equipment
<b>Husky</b>	Pools and Tanks	<b>25%</b>	Category 06: Hazardous Material Equipment
<b>Husqvarna</b>	Saws Rescue	<b>20%</b>	Category 02: Firefighting Attack Tools
<b>Husqvarna</b>	Saws	<b>20%</b>	Category 03: Extraction Tools & Supplies
<b>Indian Springs</b>	Chlorine Emergency HAZMAT Kit	<b>Net</b>	Category 06: Hazardous Material Equipment
<b>Junkin</b>	First Aid	<b>5%</b>	Category 12: Other
<b>Kappler</b>	Protective Ensembles (HAZMAT)	<b>Net</b>	Category 06: Hazardous Material Equipment
<b>Kidde Simulators</b>	Firefighting Training Systems	<b>Net</b>	Category 05: Firefighting and Firefighter Training
<b>Kochek</b>	Water Flow Equipment	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Kochek</b>	Wildland Water Flow Devices	<b>30%</b>	Category 12: Other
<b>Koehler/Brightstar</b>	Lighting and mounts	<b>15%</b>	Category 01: Firefighting Equipment
<b>K-Tool</b>	Tools Entry	<b>5%</b>	Category 02: Firefighting Attack Tools
<b>Lakeland</b>	Protective Ensembles (HAZMAT)	<b>25%</b>	Category 06: Hazardous Material Equipment
<b>Leatherhead Tools</b>	Axes	<b>25%</b>	Category 02: Firefighting Attack Tools
<b>Mechanix</b>	Gloves	<b>10%</b>	Category 12: Other
<b>Meret</b>	Medical Bags	<b>10%</b>	Category 12: Other
<b>Meret Medical Equipment</b>	Oxygen	<b>10%</b>	Category 12: Other
<b>Miti</b>	Decon (HAZMAT showers/pools/wands)	<b>5%</b>	Category 06: Hazardous Material Equipment
<b>MK Diamond</b>	Blades Saw	<b>5%</b>	Category 02: Firefighting Attack Tools
<b>MSA</b>	Fire & Rescue Helmets	<b>25%</b>	Category 01: Firefighting Equipment
<b>MSA</b>	Portable Instruments	<b>10%</b>	Category 12: Other
<b>MSA</b>	Parts for Portable Instruments	<b>5%</b>	Category 12: Other
<b>Mustang Survival</b>	Dry Suits	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Mustang Survival</b>	Personal Floatation Devices	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>National Foam/Angus</b>	Foam (Firefighting)	<b>Net</b>	Category 08: Firefighter Foam
<b>New Pig</b>	Clean-Up (HAZMAT)	<b>Net</b>	Category 06: Hazardous Material Equipment
<b>Nilfisk Turbo</b>	Vacuums (Water)	<b>10%</b>	Category 12: Other
<b>North American Hose</b>	Hose Firefighting	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses

<b>Nupla/QEP</b>	Tools Firefighting	<b>25%</b>	Category 01: Firefighting Equipment
<b>Nupla/QEP</b>	Tools Firefighting Attack	<b>25%</b>	Category 02: Firefighting Attack Tools
<b>OHD</b>	Tester (FIT)	<b>5%</b>	Category 12: Other
<b>OHD</b>	Mask Fit Tester	<b>5%</b>	Category 13: Maintenance, Service, and Testing
<b>Paratech</b>	Tools Air Lifting Bags	<b>5%</b>	Category 02: Firefighting Attack Tools
<b>Paratech</b>	Tools Forcible Entry	<b>5%</b>	Category 02: Firefighting Attack Tools
<b>Paratech</b>	Tools Stabilization	<b>5%</b>	Category 02: Firefighting Attack Tools
<b>Paratech</b>	Tools Trench Rescue	<b>5%</b>	Category 02: Firefighting Attack Tools
<b>Paratech</b>	Tools Air Lifting Bags	<b>5%</b>	Category 03: Extraction Tools & Supplies
<b>Paratech</b>	Tools Forcible Entry	<b>5%</b>	Category 03: Extraction Tools & Supplies
<b>Paratech</b>	Tools Stabilization	<b>5%</b>	Category 03: Extraction Tools & Supplies
<b>Paratech</b>	Tools Trench Rescue	<b>5%</b>	Category 03: Extraction Tools & Supplies
<b>Paul Conway</b>	Fronts Helmets	<b>Net</b>	Category 01: Firefighting Equipment
<b>Pelican Case</b>	Cases	<b>25%</b>	Category 01: Firefighting Equipment
<b>Pelican Lights</b>	Lighting and mounts	<b>25%</b>	Category 01: Firefighting Equipment
<b>Performance Advantage</b>	Brackets Mounting	<b>5%</b>	Category 01: Firefighting Equipment
<b>Performance Advantage</b>	Brackets	<b>5%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Performance Advantage</b>	Clamps	<b>5%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Performance Advantage</b>	Brackets	<b>5%</b>	Category 12: Other
<b>Petzel (Evac Systems)</b>	Hardware Rope	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Petzel (Evac Systems)</b>	Rope	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>PGI</b>	Clothing Wildland Ensembles	<b>20%</b>	Category 01: Firefighting Equipment
<b>PGI</b>	Hoods Wildland	<b>10%</b>	Category 01: Firefighting Equipment
<b>PMI</b>	Rope	<b>10%</b>	Category 04: Search & Rescue Equipment
<b>PMI Hardware</b>	Rope	<b>10%</b>	Category 04: Search & Rescue Equipment
<b>Prosser (Crane Pumps)</b>	Pumps Submersible	<b>10%</b>	Category 10: Fire Pumps
<b>Red Head</b>	Couplings	<b>25%</b>	Category 12: Other
<b>Red Head</b>	Fittings	<b>25%</b>	Category 12: Other
<b>Red Head Brass</b>	Adapters	<b>25%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Red Head Brass</b>	Mounts/Water Flow Equipment	<b>25%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Red Head Brass</b>	Valves	<b>25%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Redback</b>	Boots Station	<b>10%</b>	Category 11: Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items
<b>Rescue 42</b>	Tools Stabilization Struts	<b>Net</b>	Category 02: Firefighting Attack Tools
<b>Rescue 42</b>	Tools Stabilization Struts	<b>Net</b>	Category 03: Extraction Tools & Supplies



<b>Revision</b>	Eye Protection	<b>20%</b>	Category 12: Other
<b>Rhyno</b>	Cutter Windshield	<b>Net</b>	Category 02: Firefighting Attack Tools
<b>Rice</b>	Hose Tester	<b>10%</b>	Category 13: Maintenance, Service, and Testing
<b>Rice Inc.</b>	Tester Hose	<b>10%</b>	Category 12: Other
<b>Ringers</b>	Gloves Extrication	<b>10%</b>	Category 01: Firefighting Equipment
<b>Ringers</b>	Gloves	<b>15%</b>	Category 12: Other
<b>RIT Safety Solutions</b>	Bags Rit	<b>5%</b>	Category 01: Firefighting Equipment
<b>Sam Carbis</b>	Ladders	<b>5%</b>	Category 01: Firefighting Equipment
<b>Sam Carbis</b>	Ladders	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Savox</b>	Camera Systems Search	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Savox Con Space</b>	Communications	<b>5%</b>	Category 06: Hazardous Material Equipment
<b>Scott Plastics (Scotty)</b>	Nozzles	<b>10%</b>	Category 12: Other
<b>SE International</b>	Detection (Radiation)	<b>Net</b>	Category 06: Hazardous Material Equipment
<b>Seco</b>	Bags	<b>5%</b>	Category 01: Firefighting Equipment
<b>Shelby</b>	Gloves Extrication	<b>20%</b>	Category 01: Firefighting Equipment
<b>Shelby</b>	Gloves Firefighting	<b>18%</b>	Category 01: Firefighting Equipment
<b>Shelby</b>	Gloves Wildland Firefighting	<b>20%</b>	Category 01: Firefighting Equipment
<b>Simulaids</b>	Mannequins Training Aids	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Simulaids</b>	Mannequins & Training Aids	<b>5%</b>	Category 05: Firefighting and Firefighter Training
<b>Skedco</b>	Patient Handling	<b>Net</b>	Category 03: Extraction Tools & Supplies
<b>Skedco</b>	Patient Handling	<b>Net</b>	Category 04: Search & Rescue Equipment
<b>Smith Detection</b>	Detection	<b>Net</b>	Category 04: Search & Rescue Equipment
<b>Smith Detection</b>	Detection (HAZMAT)	<b>Net</b>	Category 06: Hazardous Material Equipment
<b>Solberg</b>	Foam (Firefighting)	<b>5%</b>	Category 08: Firefighter Foam
<b>South Park</b>	Adapters	<b>25%</b>	Category 01: Firefighting Equipment
<b>South Park</b>	Wrenches	<b>25%</b>	Category 01: Firefighting Equipment
<b>South Park</b>	Adapters	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses
<b>South Park</b>	Mounts/Water Flow Equipment	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses
<b>South Park</b>	Brass Couplings	<b>30%</b>	Category 12: Other
<b>South Park</b>	Brass Fittings	<b>30%</b>	Category 12: Other
<b>Special Service</b>	Chisels Pneumatic	<b>Net</b>	Category 03: Extraction Tools & Supplies
<b>Stihl (Pacific Stihl)</b>	Saws	<b>Net</b>	Category 02: Firefighting Attack Tools
<b>Streamlight</b>	Lighting and mounts	<b>30%</b>	Category 01: Firefighting Equipment
<b>Stryker</b>	Patient Handling	<b>Net</b>	Category 12: Other
<b>Super Vac</b>	Fans	<b>20%</b>	Category 01: Firefighting Equipment
<b>Super Vac</b>	Saws	<b>20%</b>	Category 01: Firefighting Equipment

<b>Super Vac</b>	Smoke machines	<b>20%</b>	Category 01: Firefighting Equipment
<b>Task Force Tips</b>	Water Flow Equipment	<b>30%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Tech Trade (Pro-tech)</b>	Gloves Extrication	<b>5%</b>	Category 01: Firefighting Equipment
<b>Tech Trade (Pro-tech)</b>	Gloves Firefighting	<b>5%</b>	Category 01: Firefighting Equipment
<b>Tech Trade (Pro-tech)</b>	Gloves Wildland Firefighting	<b>5%</b>	Category 01: Firefighting Equipment
<b>Tempest</b>	Ventilation	<b>12%</b>	Category 01: Firefighting Equipment
<b>Tempest</b>	Saws Rescue	<b>12%</b>	Category 02: Firefighting Attack Tools
<b>Tempest</b>	Ventilation	<b>12%</b>	Category 02: Firefighting Attack Tools
<b>Tempest</b>	Saws Rescue	<b>12%</b>	Category 03: Extraction Tools & Supplies
<b>Tempest</b>	Smoke machine	<b>12%</b>	Category 03: Extraction Tools & Supplies
<b>Tempest</b>	Ventilation	<b>12%</b>	Category 03: Extraction Tools & Supplies
<b>Tempest</b>	Ventilation Systems	<b>12%</b>	Category 06: Hazardous Material Equipment
<b>TFT</b>	Nozzles	<b>30%</b>	Category 12: Other
<b>Thermo Gel</b>	Foam (Firefighting)	<b>Net</b>	Category 08: Firefighter Foam
<b>Tingley Boots</b>	HAZMAT	<b>25%</b>	Category 06: Hazardous Material Equipment
<b>Tractel Grip Hoist</b>	Come-a-long	<b>Net</b>	Category 03: Extraction Tools & Supplies
<b>Turtle Plastics</b>	Cribbing	<b>5%</b>	Category 03: Extraction Tools & Supplies
<b>Under Armor</b>	Clothing	<b>10%</b>	Category 11: Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items
<b>Warthog</b>	Blades Saw	<b>Net</b>	Category 02: Firefighting Attack Tools
<b>Waterax</b>	Pumps Firefighting	<b>Net</b>	Category 10: Fire Pumps
<b>Waterous</b>	Pumps Firefighting	<b>5%</b>	Category 10: Fire Pumps
<b>Wehr</b>	Saw Windshield Glass	<b>10%</b>	Category 02: Firefighting Attack Tools
<b>Weis Safety</b>	Firefighting Training Systems	<b>Net</b>	Category 05: Firefighting and Firefighter Training
<b>Weis Safety</b>	Testing (Nozzles)	<b>Net</b>	Category 05: Firefighting and Firefighter Training
<b>Western Shelter</b>	Tank	<b>5%</b>	Category 12: Other
<b>Western Shelters</b>	Decon (HAZMAT showers/pools/wands)	<b>5%</b>	Category 06: Hazardous Material Equipment
<b>Whites</b>	Boots Wildland	<b>10%</b>	Category 11: Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items
<b>Western State Design's</b>	Washer-Extractors, Dryers, and Drying Cabinets	<b>10%</b>	Category: 11 Firefighter and Departmental Personal Apparel, Badges, accessories, and Other Fire Department Related Items
<b>Whites Boots</b>	Boots Wildland Leather	<b>10%</b>	Category 01: Firefighting Equipment

<b>Wing Enterprises/Little Giant</b>	Ladders	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Wolfpack</b>	Packs Wildland	<b>2%</b>	Category 01: Firefighting Equipment
<b>Workrite Uniforms</b>	Clothing Station Wear	<b>5%</b>	Category 01: Firefighting Equipment
<b>Yates</b>	Hardware Rope	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Yates</b>	Rope	<b>5%</b>	Category 04: Search & Rescue Equipment
<b>Zephyr</b>	Brackets	<b>5%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Zephyr</b>	Clamps	<b>5%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Zephyr</b>	Brackets	<b>5%</b>	Category 12: Other
<b>Ziamatic</b>	Mounts brackets and tools	<b>25%</b>	Category 01: Firefighting Equipment
<b>Ziamatic</b>	Brackets	<b>25%</b>	Category 02: Firefighting Attack Tools
<b>Ziamatic</b>	Tool Hand	<b>25%</b>	Category 02: Firefighting Attack Tools
<b>Ziamatic</b>	Brackets	<b>25%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Ziamatic</b>	Clamps	<b>25%</b>	Category 09: Firefighting (Municipal) Hoses
<b>Zistos</b>	Camera Systems Search & Rescue	<b>Net</b>	Category 04: Search & Rescue Equipment
<b>Zistos</b>	Video Systems Search & Rescue	<b>Net</b>	Category 04: Search & Rescue Equipment
<b>Zoll</b>	AED	<b>10%</b>	Category 12: Other

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 05/15/2019

BY: Teila Leighton  
ITS: Contract Manager

L.N. CURTIS & SONS:



Date 15 May 2019

BY: Nick Lawrence  
ITS: Director, Speical Programs

# **Sixth Amendment to Firefighting Equipment Master Price Agreement**

## **Product Update**

This Amendment to the Master Price Agreement is entered into this 10th day of January, 2019 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, Purchaser and Vendor entered into a Third Amendment to the Master Price Agreement on or about July 31, 2018 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fourth Amendment to the Master Price Agreement on or about November 1, 2018 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fifth Amendment to the Master Price Agreement on or about November 15, 2018 and by this reference incorporated herein; and

WHEREAS, Vendor included Angus Hose brand hose in its response; and

WHEREAS, Vendor provided a 10% discount off MSRP of Angus Hose brand hoses in its response; and

WHEREAS, Angus Hose was purchased by Puck Enterprises and became BullDog Hose Company; and

WHEREAS, Vendor has provided notice on or about January 9, 2019 to update the name of Angus Hose to BullDog Hose Company, 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 update;

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

## AMENDMENT TO MASTER PRICE AGREEMENT FOR FIREFIGHTING EQUIPMENT

1. **Product Update in Attachment A on Firefighting Equipment.**  
Attachment A to the Master Price Agreement shall be amended in part to read as follows:

Category 9:	Firefighting (Municipal) Hoses	
BullDog Hose Company	Hose, Firefighting	10%

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 01/10/2019

BY: Teila Leighton  
ITS: Contract Manager

L.N. CURTIS & SONS:



\_\_\_\_\_ Date 10Jan2019

BY: Nick Lawrence  
ITS: Director, Special Programs

## **Fifth Amendment to Firefighting Equipment Master Price Agreement**

### **Product Removals and Error Correction**

This Amendment to the Master Price Agreement is entered into this 15th day of November, 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, Purchaser and Vendor entered into a Third Amendment to the Master Price Agreement on or about July 31, 2018 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Fourth Amendment to the Master Price Agreement on or about November 1, 2018 and by this reference incorporated herein; and

WHEREAS, Vendor included Bullard brand Firefighting Helmets in its response; and

WHEREAS, Vendor has provided notice it is no longer supplying Bullard brand Firefighting Helmets; and

WHEREAS, Vendor has provided notice on or about November 10, 2018 to remove Bullard brand Firefighting Helmets from the Master Price Agreement; and

WHEREAS, Vendor included Ram Air brand in its response; and

WHEREAS, Vendor has provided notice it is no longer supplying Ram Air brand; and

WHEREAS, Vendor has provided notice on or about November 10, 2018 to remove Ram Air brand from the Master Price Agreement; and

WHEREAS, Vendor has provided notice on or about November 10, 2018 to correct a scrivener error regarding the discount for the Zisto brand of Video Systems to align with the discount of Zistos brand Camera Systems; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in full to reflect the product removals and scrivener error;

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

## **AMENDMENT TO MASTER PRICE AGREEMENT FOR FIREFIGHTING EQUIPMENT**

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

Original Price list has been removed but is available upon request. The current price list is included in Attachment A in the Amendment set forth at the beginning of this document.



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 11/15/2018

BY: Teila Leighton  
ITS: Contract Manager

L.N. CURTIS & SONS:



Date 15Nov2018

BY: Nick Lawrence  
ITS: Director, Special Programs

## **Fourth Amendment to Firefighting Equipment Master Price Agreement**

### **Error Correction**

This Amendment to the Master Price Agreement is entered into this 1<sup>st</sup> day of November, 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, Purchaser and Vendor entered into a Third Amendment to the Master Price Agreement on or about July 31, 2018 and by this reference incorporated herein; and

WHEREAS, Vendor has provided notice on or about October 19, 2018 to correct a scrivener error regarding the discount for the brand Wolfpack; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the correct percentage off;

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

## AMENDMENT TO MASTER PRICE AGREEMENT FOR FIREFIGHTING EQUIPMENT

1. **Adjustment to Attachment A on Firefighting Equipment.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product and discount adjustment:

Brand	Part Number	Product Description Alphabetical within Product Category	Discount Off List
<b>Category 1:</b>		<b>Firefighting Equipment</b>	
Wolfpack	Current Catalog	Packs, Wildland	2%

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 11/1/2018

BY: Teila Leighton  
ITS: Contract Manager

L.N. CURTIS & SONS:



\_\_\_\_\_  
Date 1 Nov 2018

BY: Nick Lawrence  
ITS: Director, Special Programs

## **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:

Original Price list has been removed but is available upon request. The current price list is included in Attachment A in the Amendment set forth in the beginning of this document.

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 <del>8</del> <sup>11</sup>	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](http://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**

Original Price list has been removed but is available upon request. The current price list is included in Attachment A in the Amendment A set forth at the beginning of this document.

## **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](http://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**