

Ph: 602-453-3911  
TF: 877-453-3911  
Fax: 602-453-3910  
[azsales@lncurtis.com](mailto:azsales@lncurtis.com)  
UEI#: DDLSADSWN7U7



Southwest Division  
4647 South 33rd Street  
Phoenix, AZ 85040  
[www.LNCurtis.com](http://www.LNCurtis.com)

## Quotation

**CUSTOMER:**  
El Mirage City Fire Department  
AZ  
13601 North El Mirage Road  
El Mirage AZ 85335

**SHIP TO:**  
El Mirage City Fire Department  
13601 North El Mirage Road  
El Mirage AZ 85335

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
303587	05/29/2024	08/30/2024

SALESPERSON	CUSTOMER SERVICE REP
Gary Norton <a href="mailto:gnorton@lncurtis.com">gnorton@lncurtis.com</a> 480-296-5202	Stephanie Meyers <a href="mailto:smeyers@lncurtis.com">smeyers@lncurtis.com</a> 602-453-3911

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
	Tyler Werth	C34830	Net 30	NPP-PPE

F.O.B.	SHIP VIA	DELIVERY REQ. BY
FTSP	Standard Shipping	

### SPECIAL INSTRUCTIONS

Pricing in accordance with NPPGov PS20060

### NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per-and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

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# CURTIS

TOOLS FOR HEROES

Southwest Division  
 4647 South 33rd Street  
 Phoenix, AZ 85040  
[www.LNCurtis.com](http://www.LNCurtis.com)

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	26094A SOLO RESCUE	SCBA Decon Washer, including; * 22720 Heavy Duty Basket w/Holder for 2-Single or Double SCBA's * 22541 Holder for 2-Large Air Cylinders (Jumbo Flasks) * 22361 Gear Holder for Gloves & Boots * 20002 Metered Dosing Pump * PB0010967AA 2.5gal ProBlend Detergent * Three-Phase 208/240amp  **Pricing includes \$1500 charge for manufacturer installation and unit operation training after installation**	NFR	\$32,905.00	\$32,905.00
2	6	EA	10207584 MSA	G1 SCBA Washing And Decon Kit	NFR	\$422.50	\$2,535.00

Small Business  
 CAGE Code: 5E720  
 SIC Code: 5099  
 Federal Tax ID: 94-1214350  
 UEI #DDLSADSWN7U7

This pricing remains firm until 08/30/2024. Contact us for updated pricing after this date.

Due to market volatility and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

<b>Subtotal</b>	\$35,440.00
<b>Estimated Tax Total</b>	\$3,295.92
<b>Transportation</b>	\$800.00
<b>Total</b>	<b>\$39,535.92</b>

[View Terms of Sale and Return Policy](#)

# Decontamination Washer for Self Contained Breathing Apparatus<sup>1</sup>

Total Capital Cost: \$70,000.00

Department: Fire  
 Type: Capital Equipment  
 Request Groups: New

**Request description:**

Purchase of a self-contained breathing apparatus (SCBA) decontamination washer is to reduce exposure to hazardous chemicals and carcinogenic particles the firefighters are exposed to during firefighting operations. The SCBA decontamination washer will limit exposure to these harmful elements and improve the overall health and safety of our employees. The purchase request includes the purchase of the SCBA washer, accessories, chemicals, delivery, installation, and training for the unit.

When fighting a fire, protective gear absorbs hazardous chemicals in the form of soot particles and combustion gases. This contamination then poses a health risk to the firefighter. Therefore, it is paramount to the firefighter's health to decontaminate the protective gear immediately upon return to the station.

Capital Costs	FY2025	Total
Equipment	\$70,000.00	\$70,000.00
Installation		\$0.00
Other		\$0.00
<b>Total</b>	<b>\$70,000.00</b>	<b>\$70,000.00</b>

Funding Source	FY2025	Total
111 - General	\$70,000.00	\$70,000.00
114 - Court		\$0.00
121 - Court Enhancement		\$0.00
128 - Towing		\$0.00
131 - HURF		\$0.00
141 - LTAF		\$0.00
148 - CDBG		\$0.00
149 - Special Projects		\$0.00
156 - Capital Streets		\$0.00
511 - Water		\$0.00
516 - Ranchettes		\$0.00
541 - Sewer		\$0.00
591 - Sanitation		\$0.00
<b>Total</b>	<b>\$70,000.00</b>	<b>\$70,000.00</b>

Account Codes (Capital Costs): 111-5-2513-617	\$70,000.00
	<b>\$70,000.00</b>

**Additional Information**

New Purchase or Replacement	New
Strategic Priority	Safe Community
Division	Operations
Grant Funding	Yes
Bond Eligible	No
Project Status	New
Project Amount	\$70,000

## Capital Improvement Plan FY2025-FY2029

ACTIVITY #	REQUEST TITLE	FUND	DEPT	FY2025	FY2026	FY2027	FY2028	FY2029	TOTAL
62501	Replace Digital Signs	General	Admin	\$260,000	\$0	\$0	\$0	\$0	\$260,000
62309	121 <sup>st</sup> Avenue Roadway Improvements – Additional Design Funding	HURF	Dev Serv	\$23,000	\$370,000	\$0	\$0	\$0	\$393,000
62502	A Street, Myer Lane & 119 <sup>th</sup> Avenue Signing and Striping Improvements	HURF	Dev Serv	\$82,000	\$0	\$0	\$0	\$0	\$82,000
62503	City Hall Expansion	General	Dev Serv	\$587,000	\$5,328,000	\$0	\$0	\$0	\$5,915,000
62504	ITS Tracer Wire Improvements	General	Dev Serv	\$89,000	\$0	\$0	\$0	\$0	\$89,000
	Linear Park	Grants	Dev Serv	\$0	\$0	\$0	\$500,000	\$3,500,000	\$4,000,000
62505	Police Station Expansion	General	Dev Serv	\$186,000	\$2,845,000	\$0	\$0	\$0	\$3,031,000
62213	Roadway Drainage Improvements at 1 <sup>st</sup> Avenue	WW	Dev Serv	\$250,000	\$0	\$0	\$0	\$0	\$250,000
62308	Varney Road Roadway Improvements – Additional Design Funding	HURF	Dev Serv	\$50,000	\$0	\$0	\$0	\$0	\$50,000
62707	Finance Software Replacemet	General	Finance	\$0	\$0	\$1,000,000	\$0	\$0	\$1,000,000
62506	Decontamination Washer for Self Contained Breathing Apparatus'	General	Fire	\$70,000	\$0	\$0	\$0	\$0	\$70,000
62201	Fire Apparatus (Fire suppression Vehicle) Replacement Program	General	Fire	\$0	\$0	\$1,400,000	\$0	\$0	\$1,400,000
62507	Fire Training Equipment & Site Improvements	General	Fire	\$42,000	\$0	\$0	\$0	\$0	\$42,000
62508	Replacement Air Compressor	General	Fire	\$50,000	\$0	\$0	\$0	\$0	\$50,000
62406	Replacement Heart Monitor/Defibrillator	General	Fire	\$0	\$55,000	\$0	\$55,000	\$0	\$110,000
	Self Contained Breathing Equipment Replacement	General	Fire	\$0	\$0	\$0	\$0	\$350,000	\$350,000
62509	Vehicle Replacement Program (Non-Fire Suppression)	General	Fire	\$52,000	\$0	\$0	\$85,000	\$75,000	\$212,000
	Cactus Road Resurfacing	HURF	HURF	\$0	\$0	\$1,750,000	\$0	\$0	\$1,750,000
	Downtown Residential Road Resurfacing	HURF	HURF	\$0	\$0	\$0	\$0	\$1,250,000	\$1,250,000
62510	Dysart Road Resurfacing	HURF	HURF	\$2,500,000	\$0	\$0	\$0	\$0	\$2,500,000
62511	Grant Funded Lift Vehicle	HURF/Grants	HURF	\$200,000	\$0	\$0	\$0	\$0	\$200,000
62512	HURF Equipment Replacement	HURF	HURF	\$150,000	\$0	\$0	\$0	\$0	\$150,000
62513	MAG Funded Street Sweeper	HURF/Grants	HURF	\$400,000	\$0	\$0	\$0	\$450,000	\$850,000
62115	Neighborhood Traffic Calming Program (NTCP)	HURF	HURF	\$0	\$40,000	\$0	\$40,000	\$0	\$80,000
62052	Pavement Management Program	HURF	HURF	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$1,400,000	\$7,000,000
	Thompson ranch Neighborhood Roadway Mill and Overlay	HURF	HURF	\$0	\$1,000,000	\$0	\$0	\$0	\$1,000,000
	Vehicle Replacement Program - HURF	HURF	HURF	\$0	\$0	\$0	\$67,000	\$0	\$67,000
62514	Disaster Recovery Backup Solution	General	IT	\$50,000	\$0	\$0	\$0	\$0	\$50,000
	Network Switching Equipment Replacement	General/WW/Water	IT	\$0	\$0	\$210,000	\$0	\$0	\$210,000
62302	Vehicle Replacement Program - Non-Departmental	General	Non-Dept	\$0	\$0	\$0	\$0	\$48,000	\$48,000
62515	Park Improvements	General	Parks	\$2,000,000	\$2,000,000	\$0	\$0	\$0	\$4,000,000
62516	Parks Vehicle	General	Parks	\$53,000	\$0	\$0	\$0	\$0	\$53,000
62704	Playground Equipment Replacement	General	Parks	\$0	\$0	\$80,000	\$80,000	\$80,000	\$240,000
62036	Vehicle Replacement Program - Parks	General	Parks	\$0	\$62,000	\$64,000	\$0	\$68,000	\$194,000
	Crime Scene Vehicle	General	Police	\$0	\$130,000	\$0	\$0	\$0	\$130,000
62517	Expanded Covered Secured Impounded Vehicle Parking	General	Police	\$150,000	\$0	\$0	\$0	\$0	\$150,000
62518	Police Vehicle for Lieutenant	General	Police	\$80,000	\$0	\$0	\$0	\$0	\$80,000
62519	Upgraded Records Management System	General	Police	\$600,000	\$85,000	\$90,000	\$95,000	\$100,000	\$970,000
62040	Vehicle Replacement Program – Police	General	Police	\$265,000	\$268,000	\$300,000	\$314,000	\$352,000	\$1,499,000
62103	Vehicle Replacement Program - Facilities	General	PW	\$0	\$62,000	\$0	\$0	\$68,000	\$130,000
62227	Collections System Replacement Program	WW	WW	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
62079	Wastewater Process System Improvements	WW	WW	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000
	WRF Air Scrubber Replacement	WW	WW	\$0	\$600,000	\$0	\$600,000	\$0	\$1,200,000
62520	WRF Disinfection Feed System	WW	WW	\$60,000	\$0	\$0	\$0	\$0	\$60,000

# Solo Rescue®



An essential part of every modern fire department's decontamination process

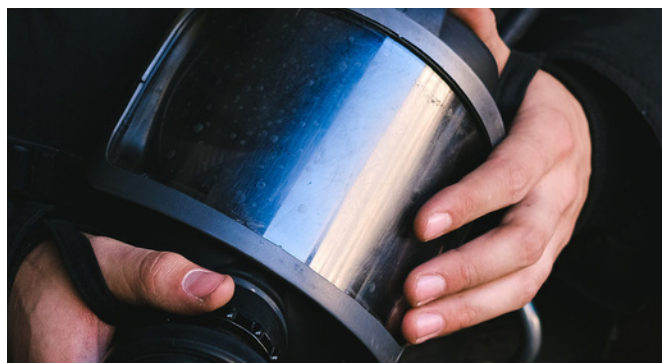
-  **14** SCBA's per hour
-  **21** Helmets per hour
-  **42** Air cylinders per hour
-  **56** Facepieces per hour
-  **60** Pairs boots of per hour
-  **120** Pairs gloves of per hour



## Optimized cleaning with an innovative rotating basket



The generously-sized wash tank of the Solo Rescue is a vital part of its strength. Together with a innovative rotating basket system, this provides a design that optimizes the water flow to reach even the most inaccessible parts of your equipment without compromising its function and quality. So whether you are washing SCBAs, facepieces, boots, gloves, helmets, or tools, the Solo Rescue will do an excellent job reducing and extracting dangerous soot particles, chemicals, and detergent residue from your equipment.



### Adaptable and easy-to-use

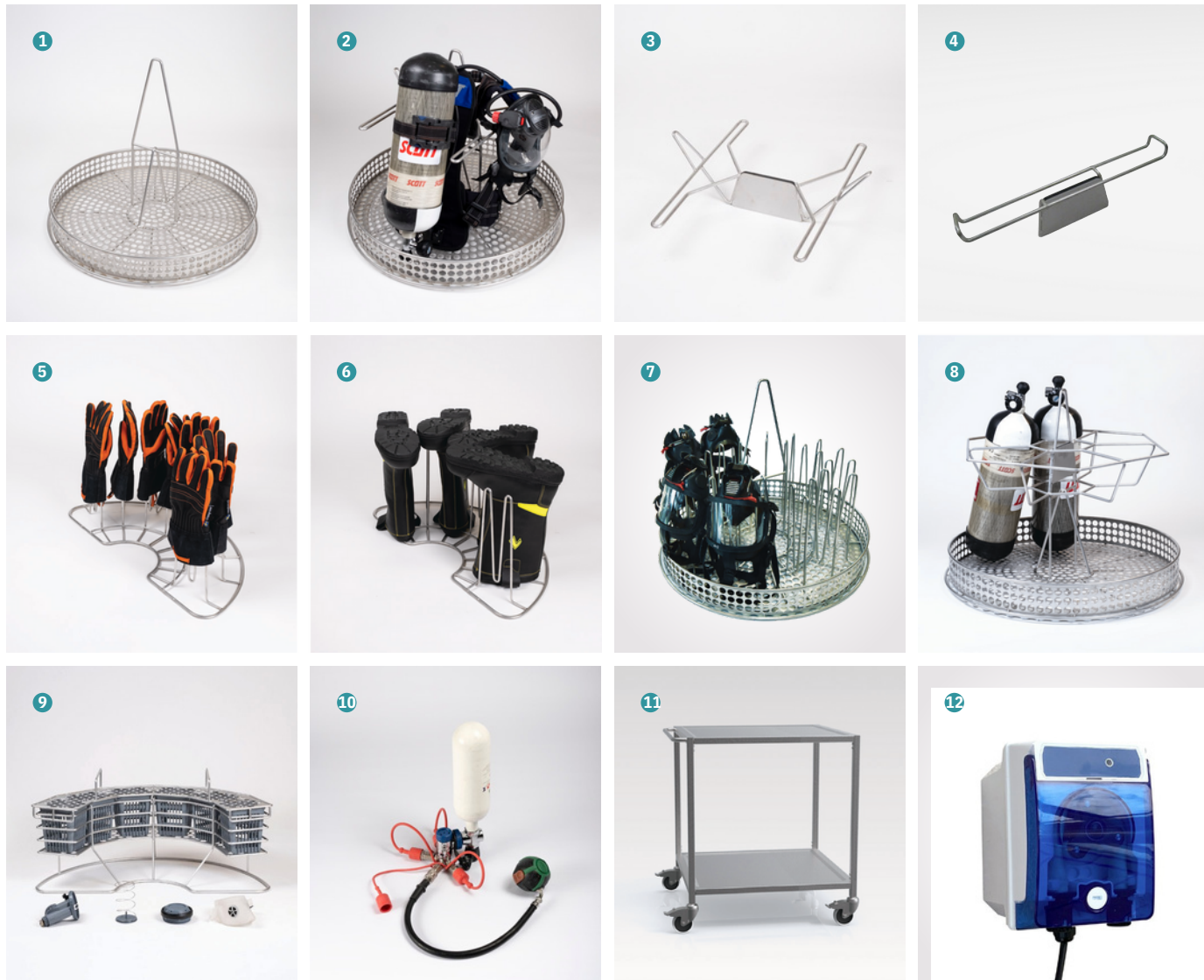
The Solo Rescue offers the easiest, quickest, and safest way to clean your contaminated PPE. The easy-to-use control panel lets you choose between a short 3-minute cycle or a longer 8-minute cycle. The spacious design of the Solo Rescue allows you to wash either 2 complete SCBAs, 6 stand-alone air bottles, 8 facepieces, 3 helmets, 3 pairs of boots, or 8 pairs of gloves per wash cycle. On top of that, you can wash small parts, such as regulators and pressure connectors. All of this is possible thanks to the clever design of the Solo Rescue basket system. The backbone of the system is the heavy-duty basket, which is used at all times. This basket can then be paired with several different accessories, giving you a versatile machine that fits many different needs.



### NFPA 1851 and 1852 compliant for maximum safety

The Solo Rescue decon washer, specifically developed for the washing of SCBAs, is fully NFPA 1852 compliant (Standard on Selection, Care, and Maintenance of Open-Circuit Self-Contained Breathing Apparatus). This means SCBA manufacturers have completed a validation process and have made official statements that the Solo Rescue is a suitable washer for cleaning their SCBAs.

In addition the Solo Rescue is also NFPA 1851 compliant (Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting). From the water temperature of 105°F (40°C) to the uniquely formulated detergent, this also makes it optimized for the cleaning of helmets, boots, and gloves.



## Solo Rescue Accessories

1. **Standard Basket** – Used at all times paired together with other accessories.
2. **Standard Basket paired with SCBA Holder (#22720)** – Makes it possible to place and decontaminate two complete SCBAs at the same time, including facepieces.
3. **SCBA Holder**
4. **SCBA Holder L (#22541)**
5. **Gear Holder (#22361)** – Multi purpose accessory loaded with gloves. Can be combined with an **SCBA Holder** or a **Small Parts Holder (#27430)**.
6. **Gear Holder (#22361)** – Loaded with boots.
7. **Standard Basket (#22720)** paired with 2 **Gear Holders (#22361)** – Loaded with facepieces.
8. **Standard Basket** paired with **Air Cylinder Holder (#28645)** – Load up to six air cylinders at the same time.
9. **Small Parts Holder (#27430)** – For the small parts of your PPE such as disassembled breathing valves and regulators.
10. **Pressure insert (#90125)** – Enables washing with pressurised breathing valves. Air cylinder not included.
11. **Trolley (#24637)** – For an ergonomic work process.
12. **Dosing pumps (#20002)** – For dosing of detergent or rinse aid.

## Technical specification

External dimensions closed / open (W x D x H)	40" x 38" x 69" (1025 x 887 x 1744 mm) / 40" x 52" x 82" (1025 x 1316 x 2084 mm)
Weight (empty unit)	525 lbs (238 kg)
Power supply	208–240 V, 3-phase, 60 Hz, 40 A or 208–240 V, Single phase, 50/60 Hz, 40 A
Water supply	G3/4" (BSPP) male connection, 41–104°F (5–40°C), 3–10 gpg (3–10°dH)
Incoming water pressure	14.5–87 psi (1–6 bar), 4 gallons (15 liters)/min
Drain outlet	Pipe Ø 1 1/4" (32 mm) in OD
Minimum drain capacity	13.2 gallons (50 liters)/min. The machine should not be placed directly over the drain
Wash tank volume / Water rinse volume	28.5 gallons (108 liters) / 1.6 gallons (6 liters)



## RESCUE Intellitech – helping firefighters fight cancer

RESCUE Intellitech, part of the Sandberg Development Group founded in the 1960s, is a leading provider of cutting-edge solutions for the firefighting and rescue services industry. With a strong focus on firefighter safety, their products aim to eliminate work-related illnesses and improve overall operational efficiency. RESCUE Intellitech's innovative lineup includes the highly acclaimed Solo Rescue decon washer, renowned for its ability to reduce dangerous carcinogens in firefighters' personal protective equipment. The company is committed to delivering reliable, high-quality solutions that make a lasting impact on the safety and well-being of firefighters worldwide. To do so, all products targeted towards the firefighting industry by RESCUE Intellitech have been developed and tested in collaboration with professional firefighters prior to their launch. Other innovative companies in the group include Aimpoint®, GAIM, Nordisk Clean Solutions, and Swatab.

RESCUE Intellitech disclaims any and all liability for any injury to persons, property, or other damages of any nature whatsoever resulting from the misuse of the Solo Rescue that does not correspond with the washing instructions of each individual PPE manufacturer.

Rev. 2.2024 | RESCUE Intellitech reserves the right to make technical changes to the product.  
rescueintellitech.com | No responsibility will be accepted for any printing errors.

SCAN THE QR CODE  
TO REQUEST A  
NON-BINDING OFFER



**Master Price Agreement**

**between**

**League of Oregon Cities and L.N. Curtis & Son**

**Contact Number PS20060**

**for**

**FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

**Effective March 26, 2020**

# **Ninth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

## **Product Addition**

This Amendment to the Master Price Agreement is entered into this 4<sup>th</sup> day of December 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

## **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about August 30, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about October 26, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 28, 2023 to add the Kenetrek Boots product line to Attachment A; 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

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

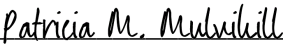
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Kenetrek Boots	Boots, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear

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 March 27, 2020, 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.

LEAGUE OF OREGON CITIES


DocuSigned by:  
  
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Date December 4, 2023 | 6:05 PM PST

BY: Patricia M. Mulvihill

ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:  
  
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Date December 4, 2023 | 5:13 PM PST

BY: Angela Mackey

ITS: Director of Customer Service

## **Eighth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **Product Addition**

This Amendment to the Master Price Agreement is entered into this 17<sup>th</sup> day of October 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about August 30, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 11, 2023 to add the Ram Air Gear Dryers product line to Attachment A; 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

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

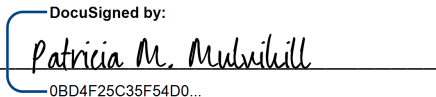
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Ram Air Gear Dryers	Garment & Equipment Washing Machines	5%	PPE Category 09. Protective Garment and Equipment Laundry Machines

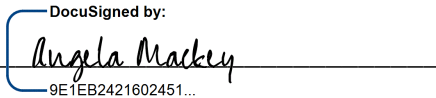
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
 Date October 26, 2023 | 10:54 AM PDT  
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 BY: Patricia M. Mulvihill  
 ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:  
  
 Date October 20, 2023 | 2:09 PM PDT  
9E1EB2421602451...  
 BY: Angela Mackey  
 ITS: Director of Customer Service

## **Seventh Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **Product Additions and Brand Name Change**

This Amendment to the Master Price Agreement is entered into this 24<sup>th</sup> day of August 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about September 29, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add three product lines to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to update the brand name of one product line to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 11, 2023 to add the Globe accessories product line and the Avon/Team Wendy product line to Attachment A in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 17, 2023 to change the ECMS Inc. brand name to CurtisCare to Attachment A in the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 29, 2023 to add the INNOTEX product line to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the two product additions and the brand name change.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product lines:

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Brand	Product Description	Discount Off List	Contract Category
Avon/Team Wendy	Body Armor (Ballistic Helmets)	5%	LE Category 1A. Equipment
Globe	Accessories	10%	
INNOTEX	Hoods	10%	

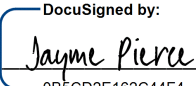
2. **Product Line Name Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the product line name change from ECMS Inc. to CurtisCare:

Brand	Product Description	Discount Off List	Contract Category
ECMS Inc CurtisCare	Care & Maintenance, PPE	Net	PPE Category 08 Maintenance and Cleaning Services

3. **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 March 27, 2020, 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.

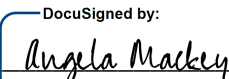
LEAGUE OF OREGON CITIES

DocuSigned by:  
  
 \_\_\_\_\_  
0B5CD2E162C44F4...

Date August 30, 2023 | 10:21 AM PDT

BY: Jayme Pierce  
 ITS: General Counsel

L.N. CURTIS & SON

DocuSigned by:  
  
 \_\_\_\_\_  
9E1EB2421602451...  
 Angela Mackey

Date August 30, 2023 | 10:16 AM PDT

BY: Angela Mackey  
 ITS: Director of Customer Service

## **Sixth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **Product Addition**

This Amendment to the Master Price Agreement is entered into this 28<sup>th</sup> day of September 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about July 15, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a product to Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 27, 2022, to add product Circul-Air to PPE Category 09: Protective Garment and Equipment Laundry Machines found in Attachment A 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

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product:

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Circul-Air	Garment & Equipment Washing Machines	5%	PPE Category 09. Protective Garment and Equipment Laundry Machines

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 March 27, 2020, 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.

LEAGUE OF OREGON CITIES

DocuSigned by:  
Patty Mulvihill Date September 29, 2022 | 1:23 PM PDT  
BY: Patty Mulvihill  
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:  
Nick Lawrence Date September 28, 2022 | 1:42 PM PDT  
BY: Nick Lawrence  
ITS: Director, Special Programs

## **Fifth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **Product Contract Category Update**

This Amendment to the Master Price Agreement is entered into this 13<sup>th</sup> day of July, 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about June 24, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the product Contract Category for Rescue Intellitech from PPE Category 09. Protective Garment and Equipment Laundry Machines to PPE Category 08. Maintenance and Cleaning Services as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 12, 2022, to update the product Contract Category for the Rescue Intellitech decontamination cleaning system in Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated Contract Category.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Contract Category Update.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following the new Contract Category for the Rescue Intellitech product:

### **ATTACHMENT A**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Rescue Intellitech	Garment and Equipment Decontamination Systems	3%	PPE Category 08. Maintenance and Cleaning Services

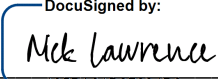
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
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Date July 15, 2022 | 6:19 AM PDT  
BY: Patty Mulvihill  
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:  
  
105BA01D37894D8...  
Date July 13, 2022 | 2:27 PM PDT  
BY: Nick Lawrence  
ITS: Director, Special Programs

## **Fourth Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **Product Line Discount Update**

This Amendment to the Master Price Agreement is entered into this 21<sup>st</sup> day of June 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of Fire Fighter Personal Protective Equipment (PPE).

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about December 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the discount off list percentage for the PGI Wildland Clothing and PGI Wildland Hoods product lines as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 16, 2022, to update the discount off list percentage for the PGI Wildland product lines in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the discount off list percentage change.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

### **ATTACHMENT A**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

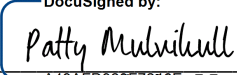
### **PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

<b>CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)</b>			
<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract Category</b>
PGI	Clothing, Wildland	45% 20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	5% 10%	PPE Category 02. Wildland Firefighting Protective Gear

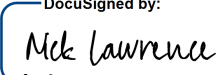
2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about March 27, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price 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.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
Date June 24, 2022 | 7:44 AM PDT  
BY: Patty Mulvihill  
ITS: Interim Executive Director

L.N. CURTIS & SON

DocuSigned by:  
  
Date June 21, 2022 | 11:02 AM PDT  
BY: Nick Lawrence  
ITS: Director, Special Programs

## **Third Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **Product Line Addition**

This Amendment to the Master Price Agreement is entered into this 14<sup>th</sup> day of December 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about October 26, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add a new product line to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about November 24, 2021, to add Rescue Intellitech to the price list 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 line addition.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

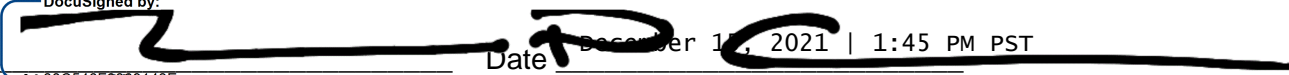
### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog			
Brand	Product Description	Discount Off List	Contract Category
Rescue Intellitech	Garment and Equipment Decontamination Systems	3%	PPE Category 09. Protective Garment and Equipment Laundry Machines


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 March 27, 2020 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.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
Date December 14, 2021 | 1:45 PM PST  
BY: Mike Cuffy  
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:  
  
Date December 15, 2021 | 1:40 PM PST  
BY: Nick Lawrence  
ITS: Director, Special Programs

## **Second Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

### **Product Line Discount Update**

This Amendment to the Master Price Agreement is entered into this 22<sup>nd</sup> day of October 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 15, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the discount off list percentage for the PGI Wildland Clothing and PGI Wildland Hoods product lines as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 19, 2021, to update the discount off list percentage for the PGI Wildland product lines in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the discount off list percentage change.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

1. **Discount Off List Change**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following discount off list change:

### ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.


### PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)			
Brand	Product Description	Discount Off List	Contract Category
PGI	Clothing, Wildland	20% 15%	PPE Category 02. Wildland Firefighting Protective Gear
PGI	Hoods, Wildland	40% 5%	PPE Category 02. Wildland Firefighting Protective Gear


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 March 27, 2020 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.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
Date October 26, 2021 | 4:22 PM PDT  
BY: Mike Cully  
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:  
  
Date October 26, 2021 | 3:19 PM PDT  
BY: Nick Lawrence  
ITS: Director, Special Programs

# **First Amendment to Master Price Agreement for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)**

## **Product Discount Change**

This Amendment to the Master Price Agreement is entered into this 15<sup>th</sup> day of July, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and L.N. CURTIS & SON ("Vendor") based upon the sales and/or service of FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE).

## **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20060 on or about March 27, 2020 and by this reference incorporated herein; and

WHEREAS, Due to a change in the business relationship between Vendor and supplier, Vendor request to decreases the discount off list percentage from 5% to 2% for three Tech Trade products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 10, 2021, to update the discount off list percentage for three Tech Trade products in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the new discount off list percentage.

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

## AMENDMENT TO MASTER PRICE AGREEMENT

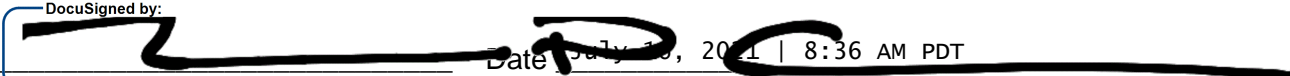
1. **Product Discount Change.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product addition:

Supplier	Product	Old Discount Off List	New Discount Off List	Contract (Product) Category
Tech Trade (Pro-tech)	Gloves, Extrication	5%	2%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	2%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Wildland	5%	2%	PPE Category 02. Wildland Firefighting Protective Gear


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 March 27, 2020 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.

LEAGUE OF OREGON CITIES

DocuSigned by:  
  
Date July 15, 2021 | 8:36 AM PDT  
BY: Mike Curtis  
ITS: Executive Director

L.N. CURTIS & SON

DocuSigned by:  
  
Date July 15, 2021 | 8:37 PM PDT  
BY: Nick Lawrence  
ITS: Director, Special Programs

**LEAGUE OF OREGON CITIES**

**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 LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and L.N. CURTIS & SON ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), 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, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); 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 Public Safety GPO, dba First Responder 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. 1915 (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, hereinafter 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 LEAGUE OF OREGON CITIES, 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 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

## **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 add additional products and services to the contract 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. LOC 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 Purchaser 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) The RFP;
- (iii) Vendor's Proposal;

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 Agreement 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, Public Safety GPO, First Responder 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. 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.

## **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, members 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 Products 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 venture 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:

LEAGUE OF OREGON CITIES  
1201 Court St. NE  
Suite 200  
Salem OR 97301  
ATTN: Jamie Johnson-Davis  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

L. N. CURTIS and SONS  
185 Lennon Lane, Suite 110  
Walnut Creek, CA 94598  
ATTN: Nick Lawrence  
Email: [nlawrence@lncurtis.com](mailto:nlawrence@lncurtis.com)

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

used 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. If 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**

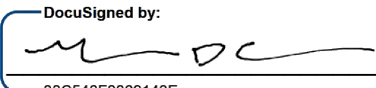
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

**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:

DocuSigned by:  
Signature:   
38C546F8869143E...

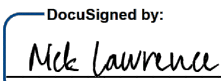
Printed Name: Mike Cully

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: 3/26/2020

VENDOR:

DocuSigned by:  
Signature:   
105BA01D37894D8...

Printed Name: Nick Lawrence

Title: Director, Special Programs

L.N. CURTIS & SON

Dated: 3/25/2020

**ATTACHMENT A**to Master Price Agreement by and between **VENDOR** and **PURCHASER**.**PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES**

<b>CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog FOB: Origin (add shipping)</b>				
<b>Brand</b>		<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract Category</b>
Globe		Turnout Ensembles ATHLETIX style	37%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles CLASSIX Metro style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles CLASSIX style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles G-XCEL style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles G-XTREME 3.0 style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe		Turnout Ensembles REACTION style	40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, Globe Pant System		40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Globe	Turnout Trousers, w/ Integrated Harness System		40%	PPE Category 01. Firefighter Turnouts or Turnout Gear
Bullard		Helmets, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Crew Boss		Clothing, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Danner/LaCrosse		Boots, Wildland	25%	PPE Category 02. Wildland Firefighting Protective Gear
Firecraft		Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Hotshield		Respiratory Protection, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
PGI		Clothing, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
PGI		Hoods, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
Shelby		Gloves, Wildland	20%	PPE Category 02. Wildland Firefighting Protective Gear
Tech Trade (Pro-tech)		Gloves, Wildland	5%	PPE Category 02. Wildland Firefighting Protective Gear
Whites Boots		Boots, Wildland	10%	PPE Category 02. Wildland Firefighting Protective Gear
5.11 Tactical		Clothing, Tactical Ensembles	30%	PPE Category 03. EMS and General Fire Garments
Crew Boss		Clothing, Rescue	5%	PPE Category 03. EMS and General Fire Garments
Crew Boss		Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
DFND		Clothing, Base Layer	5%	PPE Category 03. EMS and General Fire Garments
DuPont		Clothing, HAZMAT Ensembles	20%	PPE Category 03. EMS and General Fire Garments
Fire Innovations		Belts, Ladder	5%	PPE Category 03. EMS and General Fire Garments
Gemtor		Belts, Ladder	10%	PPE Category 03. EMS and General Fire Garments
Kappler		Clothing, HAZMAT Ensembles	Net	PPE Category 03. EMS and General Fire Garments
Lakeland		Clothing, HAZMAT Ensembles	25%	PPE Category 03. EMS and General Fire Garments
PGI		Hoods, Firefighting	10%	PPE Category 03. EMS and General Fire Garments
Under Armor		Clothing, Base, Mid and Outer Layers	10%	PPE Category 03. EMS and General Fire Garments
Workrite Uniforms		Clothing, Station Wear	5%	PPE Category 03. EMS and General Fire Garments
MSA		Helmets, Fire & Rescue	25%	PPE Category 04. Helmets (Structural or Proximity)
Paul Conway		Helmet, Fronts (ID)	Net	PPE Category 04. Helmets (Structural or Proximity)

**CURTIS LOC/NPPGov Firefighter Personal Protective Equipment Product Catalog  
FOB: Origin (add shipping)**

<b>Brand</b>	<b>Product Description</b>	<b>Discount Off List</b>	<b>Contract Category</b>
Firecraft	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Firecraft	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Mechanix	Gloves	10%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves	15%	PPE Category 05. Gloves (Structural or Proximity)
Ringers	Gloves, Extrication	10%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Extrication	20%	PPE Category 05. Gloves (Structural or Proximity)
Shelby	Gloves, Firefighting	18%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Extrication	5%	PPE Category 05. Gloves (Structural or Proximity)
Tech Trade (Pro-tech)	Gloves, Firefighting	5%	PPE Category 05. Gloves (Structural or Proximity)
Danner/LaCrosse	Boots, Station	25%	PPE Category 06. Boots (Structural or Proximity)
Globe	Boots, Firefighting	27%	PPE Category 06. Boots (Structural or Proximity)
Redback	Boots, Station	10%	PPE Category 06. Boots (Structural or Proximity)
ESS Goggles	Eye Protection	5%	PPE Category 07. Accessories
Ferno	First Aid	Net	PPE Category 07. Accessories
Junkin	First Aid	5%	PPE Category 07. Accessories
Pelican Case	Cases	25%	PPE Category 07. Accessories
Revision	Eye Protection	20%	PPE Category 07. Accessories
ECMS Inc.	Care & Maintenance, PPE	Net	PPE Category 08. Maintenance and Cleaning Services

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

**ATTACHMENT B**

to Master Price Agreement by and between VENDOR and PURCHASER.

**ADDITIONAL SELLER WARRANTIES**

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

**ATTACHMENT C**

**to Master Price Agreement by and between VENDOR and PURCHASER.**

**PARTICIPATING AGENCIES**

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

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed 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.**