Twenty-first Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 6th day of October 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

- WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about April 4, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about July 8, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about November 1, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighteenth Amendment to the Master Price Agreement on or about January 16, 2025, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Nineteenth Amendment to the Master Price Agreement on or about April 16, 2025, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Twentieth Amendment to the Master Price Agreement on or about July 8, 2025, and by this reference incorporated herein; and
- WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor has provided notice, on or about October 6, 2025, to update the pricing in the price list in Attachment A; and
- WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.
 - NOW, THEREFORE, Purchaser and Vendor enter into the following:

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective November 7, 2025:

		LOC CONTRACT #PS20240 PIERCE MFG INC.: PRODUCT & PRICE LISTING	Effective
		Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the LOC contract.	11/07/2025 Published Pricing
1.0 AERI	AL PRODUCTS		
Bid	ID#	Description	Effective 11/7/2025
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	\$ 1,274,901.10
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,393,453.84
236	1.03	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,388,112.80
223	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,456,838.18
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,453,983.70
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	\$ 1,678,407.89
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$ 1,906,951.05
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,810,495.44
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	\$ 1,449,091.58
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110' Platform	\$ 1,461,699.14
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$ 1,514,687.34
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,789,486.77
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$ 1,093,620.66
2.0 Elect	rical Vehical (E\	/) Pumper Products	
Bid	ID#	Description	Effective 11/7/2025
2689	2.01	Volterra™ Pumper	\$ 1,995,440.51
3.0 Pum	per Products		
Bid	ID#	Description	Effective 11/7/2025
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$ 779,899.18
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$ 765,841.66
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	\$ 854,183.03
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$ 797,624.32
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$ 895,313.82
1797	3.11	Freightliner M2-106, 750 Gallon, 1250 GPM, CSU	\$ 447,081.65
1799	3.12	Freightliner M2-106, 1000 Gallon, 1500 GPM, BXP	\$ 436,366.61
4.0 Tank	er Products		
Bid	ID#	Description	Effective 11/7/2025
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	\$ 429,030.98
266	4.02	Freightliner, Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	\$ 408,446.59
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$ 997,205.83
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	\$ 880,544.25
5.0 Spec	ial Service Appa	ratus	
Bid	ID#	Description	Effective 11/7/2025
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 832,608.22
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 979,333.16
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 864,702.89
8.0 Front	tline		
Bid	ID#	Description	Effective 11/7/2025
	8.01	Ford, Critical Response Unit, CRU-22	\$ 333,739.00
9.0 Airpo	ort Products		
Bid	ID#	Description	Effective 11/7/2025
294	9.01	Oshkosh Striker® 4x4, 1500 gallons of water, 210 gallons of foam	\$ 1,052,984.13
295	9.02	Oshkosh Striker® 6x6, 3000 gallons of water, 420 gallons of foam	\$ 1,124,748.35
•	•		

LEAGUE OF OREGON CITIES

ITS: Vice President, Sales

297	9.03	Oshkosh Striker® 8x8, 4500 gallons of water, 630 gallons of foam	\$ 2,129,182.10
296	9.04	Oshkosh Striker® Volterra™ 6x6, Electric Vehicle,3000 gallons of water, 420 gallons of foam	\$ 2,362,150.85

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

	Signed by: Patricia M. Mulviluill OBD4F25C35F54D0 Patricia M. Mulvihill Executive Director	Date October 9, 2025 6:32 AM PDT
PIEF	RCE MANUFACTURING, INC.	
	Signed by: Dan Meyer	Date <u>October 9, 2025 6:31 AM PDT</u>
BY:	45F91A2D7EAE488 Dan Meyer	

Twentieth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 1st day of July 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

- WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about April 4, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about July 8, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about November 1, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighteenth Amendment to the Master Price Agreement on or about January 16, 2025, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Nineteenth Amendment to the Master Price Agreement on or about April 16, 2025, and by this reference incorporated herein; and
- WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor has provided notice, on or about July 1, 2025, to update the pricing in the price list in Attachment A; and
- WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.
 - NOW, THEREFORE, Purchaser and Vendor enter into the following:

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective August 1, 2025:

		NPPGOV CONTRACT #PS20240 PIERCE MFG INC.: PRODUCT & PRICE LISTING	Effective
npp	gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	8/01/2025 Published Pricing
1.0 AERIAL PI	RODUCTS	. Hong tim se determined at the time of infolding susced approxime in Foot solitable	
Bid	ID#	Description	Effective 8/1/2025
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	\$ 1,265,448.23
235 236	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,383,134.61
235	1.03	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,377,817.16 \$ 1,446,029.61
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107 ASL Steel Ladder	\$ 1,443,196.38
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100¹ Platform Steel Ladder	\$ 1,665,949.92
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$ 1,892,818.14
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,797,025.07
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	\$ 1,438,414.48
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110' Platform	\$ 1,450,931.46
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$ 1,503,502.03
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,776,206.75
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$ 1,085,530.26
2.0 Electrical	Vehical (EV) Pu	mper Products	
Bid	ID#	Description	Effective 8/1/2025
2689	2.01	Volterra™ Pumper	\$ 1,980,583.69
3.0 Pumper P	roducts		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Bid	ID#	Description	Effective 8/1/2025
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$ 774,121.68
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$ 760,127.42
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	\$ 847,823.06
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$ 791,718.35
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$ 888,727.03
1797	3.11	Freightliner M2-106, 750 Gallon, 1250 GPM, CSU	\$ 444,774.32
1799	3.12	Freightliner M2-106, 1000 Gallon, 1500 GPM, BXP	\$ 434,238.95
4.0 Tanker Pr	oducts		
Bid	ID#	Description	Effective 8/1/2025
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	\$ 427,996.24
266	4.02	Freightliner, Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	\$ 407,569.04
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$ 989,782.51
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	\$ 874,092.11
5.0 Special Se	ervice Apparatus		
Bid	ID#	Description	Effective 8/1/2025
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 826,386.37
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 972,015.10
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 858,243.47
8.0 Frontline			
Bid	ID#	Description	Effective 8/1/2025
	8.01	Ford, Critical Response Unit, CRU-22	\$ 333,739.00
9.0 Airport Pr	oducts		
Bid	ID#	Description	Effective 8/1/2025
294	9.01	Oshkosh Striker® 4x4, 1500 gallons of water, 210 gallons of foam	\$ 1,054,368.75
295	9.02	Oshkosh Striker® 6x6, 3000 gallons of water, 420 gallons of foam	\$ 1,126,723.44
297	9.03	Oshkosh Striker® 8x8, 4500 gallons of water, 630 gallons of foam	\$ 2,131,483.47
296	9.04	Oshkosh Striker® Volterra™ 6x6, Electric Vehicle,3000 gallons of water, 420 gallons of foam	\$ 2,362,150.85

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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

Patricia M. Mulvilill Date July 8, 2025 | 9:55 AM PDT

BY: Patricia M. Mulvihill ITS: Executive Director

PIERCE MANUFACTURING, INC.

Dan Meyer Date July 7, 2025 | 1:37 PM PDT

DV: Dan Meyer

ITS: Vice President, Sales

Nineteenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 7th day of April 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

- WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about April 4, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about July 8, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about November 1, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighteenth Amendment to the Master Price Agreement on or about January 16, 2025, and by this reference incorporated herein; and
- WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor has provided notice, on or about April 4, 2025, to update the pricing in the price list in Attachment A; and
- WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.
 - NOW, THEREFORE, Purchaser and Vendor enter into the following:

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective May 16, 2025:

		NPPGOV CONTRACT #PS20240 PIERCE MFG INC. : PRODUCT & PRICE LISTING	Effective
npp	gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	5/16/2025 Published Pricing
1.0 AERIAL P	RODUCTS		
Bid	ID#	Description	Effective 5/16/2025
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	\$ 1,256,041.66
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,372,868.12
236	1.03	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,367,574.09
223	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,435,277.42
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,432,465.28
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	\$ 1,653,560.61
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$ 1,878,751.34
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,783,640.02
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	\$ 1,427,792.79
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110' Platform	\$ 1,440,210.27
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$ 1,492,366.31
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,763,015.65
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$ 1,077,476.01
2.0 Electrica	l Vehical (EV) Pu	Imper Products	
Bid	ID#	Description	Effective 5/16/2025
2689	2.01	Volterra™ Pumper	\$ 1,962,551.41
3.0 Pumper	Products		
Bid	ID#	Description	Effective 5/16/2025
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$ 768,363.28
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$ 754,431.83
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	\$ 841,510.53
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$ 785,832.45
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$ 882,165.39
1797	3.11	Freightliner M2-106, 750 Gallon, 1250 GPM, CSU	\$ 442,460.46
1799	3.12	Freightliner M2-106, 1000 Gallon, 1500 GPM, BXP	\$ 435,184.88
4.0 Tanker P	roducts		
Bid	ID#	Description	Effective 5/16/2025
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	\$ 425,999.83
266	4.02	Freightliner, Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	\$ 405,728.63
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$ 982,414.57
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	\$ 867,664.09
5.0 Special S	ervice Apparatu	S	
Bid	ID#	Description	Effective 5/16/2025
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 820,210.90
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 964,751.65
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 851,832.26
8.0 Frontline			
Bid	ID#	Description	Effective 5/16/2025
	8.01	Ford, Critical Response Unit, CRU-22	\$ 333,739.00
9.0 Airport P	roducts		
Bid	ID#	Description	Effective 5/16/2025
294	9.01	Oshkosh Striker® 4x4, 1500 gallons of water, 210 gallons of foam	\$ 1,013,816.10
295	9.02	Oshkosh Striker® 6x6, 3000 gallons of water, 420 gallons of foam	\$ 1,083,387.93

297	9.03	Oshkosh Striker® 8x8, 4500 gallons of water, 630 gallons of foam	\$ 2,049,503.34
296	9.04	Oshkosh Striker® Volterra™ 6x6, Electric Vehicle,3000 gallons of water, 420 gallons of foam	\$ 2,362,150.85

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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

Signed by:

Patricia M. Mulvilull

OBD4F25C35F54D0...

Date April 16, 2025 | 3:39 PM PDT

By. Patricia M. Mulvihill

ITS: Executive Director

PIERCE MANUFACTURING, INC.

Signed by:

Dan Meyer

Date April 16, 2025 | 1:24 PM PDT

45F91A2D7EAE488...
Dan Meyer

ITS: Vice President, Sales

Eighteenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 15th day of January 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

- WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about April 4, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about July 8, 2024, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Seventeenth Amendment to the Master Price Agreement on or about November 1, 2024, and by this reference incorporated herein; and
- WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor has provided notice, on or about January 13, 2025, to update the pricing in the price list in Attachment A; and
- WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.
 - NOW, THEREFORE, Purchaser and Vendor enter into the following:

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective February 7, 2025:

		NPPGOV CONTRACT #PS20240 PIERCE MFG INC. : PRODUCT & PRICE LISTING	Effective
npp	gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	2/07/2025 Published Pricing
1.0 AERIAL PI	RODUCTS		
Bid	ID#	Description	Effective 2/07/2025
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	\$1,246,729.31
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,362,686.08
236	1.03	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,357,431.47
223	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$1,424,629.47
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$1,421,838.27
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	\$1,641,287.74
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$1,864,765.60
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$1,770,354.80
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	\$1,417,274.37
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110' Platform	\$1,429,568.80
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$1,481,337.71
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,749,896.52
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$1,069,505.90
2.0 Electrical	Vehical (EV) Pu	mper Products	
Bid	ID#	Description	Effective 2/07/2025
2689	2.01	Volterra™ Pumper	\$1,947,937.45
3.0 Pumper P	roducts		
Bid	ID#	Description	Effective 2/07/2025
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$762,671.74
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$748,802.63
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	\$835,245.22
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$780,014.37
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$875,624.29
1797	3.11	Freightliner M2-106, 750 Gallon, 1250 GPM, CSU	\$450,583.89
1799	3.12	Freightliner M2-106, 1000 Gallon, 1500 GPM, BXP	\$444,662.22
4.0 Tanker Pr	oducts		Effective
Bid	ID#	Description	2/07/2025
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	\$436,219.34
266	4.02	Freightliner, Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	\$416,099.06
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$975,101.73
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	\$861,307.89
5.0 Special Se	ervice Apparatus	S Description	Effective
238	5.01	Enforcer, Single, Non-Walk-In, HDR	2/07/2025 \$814,081.58
256	5.03	Enforcer, Tandem, Combination, HDR	\$957,542.55
255	5.04	Enforcer, Single, Walk-In, HDR	\$845,469.11
8.0 Frontline Bid	ID#	Description	Effective
		·	2/07/2025
	8.01	Ford, Critical Response Unit, CRU-22	\$333,739.00
9.0 Airport Pr	oducts		rffti
Bid	ID#	Description	Effective 2/07/2025
294	9.01	Oshkosh Striker® 4x4, 1500 gallons of water, 210 gallons of foam	\$1,013,816.10
295	9.02	Oshkosh Striker® 6x6, 3000 gallons of water, 420 gallons of foam	\$1,083,387.93

297	9.03	Oshkosh Striker® 8x8, 4500 gallons of water, 630 gallons of foam	\$2,049,503.34
296	9.04	Oshkosh Striker® Volterra™ 6x6, Electric Vehicle,3000 gallons of water, 420 gallons of foam	\$2,362,150.85

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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

Date _January 16, 2025 | 7:16 PM PST

BY: Patricia M. Mulvihill

ITS: Executive Director

PIERCE MANUFACTURING, INC.

Signed by:

Dan Meyer

Date January 16, 2025 | 10:53 AM PST

BY: Dan Meyer

ITS: Vice President, Sales

Seventeenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 1st day of November 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about April 4, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixteenth Amendment to the Master Price Agreement on or about July 8, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 1, 2024, to update the pricing in the price list in Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.

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

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective November 1, 2024:

		NPPGOV CONTRACT #PS20240 PIERCE MFG INC.: PRODUCT & PRICE LISTING	Effective
npp	gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	11/01/2024 Published Pricing
1.0 AERIAI	L PRODUCTS		
Bid	ID#	Description	Effective 11/01/2024
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	\$1,246,729.31
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,362,686.08
236	1.03	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,357,431.47
223	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$1,424,629.47
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$1,421,838.27
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	\$1,641,287.74
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$1,862,277.74
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$1,770,354.80
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	\$1,417,274.37
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110' Platform	\$1,429,568.80
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$1,481,337.71
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,749,896.52
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$1,069,505.90
2.0 Electri	cal Vehical (EV) P	umper Products	
Bid	ID#	Description	Effective 11/01/2024
2689	2.01	Volterra™ Pumper	\$1,947,937.45
3.0 Pumpe	er Products		
Bid	ID#	Description	Effective 11/01/2024
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$762,671.74
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$748,802.63
265	3.04	Freightliner M2-106, 750 Gallon, 1250 GPM CSU	\$450,507.70
231 248	3.05 3.07	Enforcer,750 Gallon, 2000 GPM, PUC	\$835,245.22
248 247	3.08	Freightliner M2-106, 1000 Gallon, 1250 GPM,BXP Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$390,601.13 \$780,014.37
247	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$372,119.76
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$875,624.29
4.0 Tanker		Emoreel, 730 gamon, 1230 dr W e30, HDM	Ç073,024.23
Bid	ID#	Description	Effective 11/01/2024
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Coompts, BXT	\$424,038.20
266	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Compts, BXT	\$403,921.85
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$975,101.73
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	\$861,307.89
	Service Apparatu	·	ψ001)007103
Bid	ID#	Description	Effective 11/01/2024
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$814,081.58
256	5.03	Enforcer, Tandem, Combination, HDR	\$957,542.55
255	5.04	Enforcer, Single, Walk-In, HDR	\$845,469.11
7.0 Wildla	nd Fire Apparatus	(Brush Fire)	
Bid	ID#	Description	Effective 11/01/2024
258	7.01	Freightliner M2-106, 500 Gallon, 1000 GPM, Wildland BX3	\$552,332.09
8.0 Frontli		Tresplanter the 100, 500 dullott, 1000 of the Wildland DAS	7332,332.03
o.o Fioliul	ne		Effective
Bid	ID#	Description	11/01/2024

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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

Patricia M. Mulviluil Date November 1, 2024 | 11:42 AM PDT 08D4F25C35F54D0...

BY: Patricia M. Mulvihill ITS: Executive Director

PIERCE MANUFACTURING, INC.

Date November 1, 2024 | 10:57 AM PDT

BY:

TS: Vice President, Sales

Sixteenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 1st day of July 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifteenth Amendment to the Master Price Agreement on or about April 4, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 27, 2024, to update the pricing in the price list in Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.

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

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective August 2, 2024:

		NPPGOV CONTRACT # PS20240 PIERCE MFG INC. : PRODUCT & PRICE LISTING	Effective
npp	gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	08/02/2024 Published Pricing
1.0 AERIAL P	RODUCTS		
Bid	ID#	Description	Effective
		·	08/02/2024
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	\$ 1,237,535.94
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,352,629.51
236	1.03	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,347,414.02
223 224	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,414,108.66
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 107 ASL Steel Ladder Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	\$ 1,411,338.24 \$ 1,629,154.09
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$ 1,848,525.42
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,757,157.80
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	\$ 1,406,980.54
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110¹ Platform	\$ 1,419,111.89
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$ 1,470,498.13
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,736,880.60
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$ 1,061,662.09
2.0 Pumper			ψ 1/001/002/03
Bid	ID#	Description	Effective 08/02/2024
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$ 757,059.53
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$ 743,252.28
265	3.04	Freightliner M2-106, 750 Gallon, 1250 GPM CSU	\$ 448,373.97
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	\$ 829,024.39
248	3.07	Freightliner M2-106, 1000 Gallon, 1250 GPM,BXP	\$ 388,746.52
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$ 774,281.21
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$ 370,269.93
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$ 869,165.41
3.0 Tanker P	roducts		
Bid	ID#	Description	Effective 08/02/2024
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	\$ 422,123.72
266	4.02	Freightliner, Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	\$ 402,166.33
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$ 967,842.84
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU, Dryside Tanker	\$ 855,135.46
4.0 Special S	ervice Apparatu	IS	
Bid	ID#	Description	Effective 08/02/2024
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 807,965.87
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 950,349.60
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 839,122.82
5.0 Wildland	Fire Apparatus	(Brush Fire)	
Bid	ID#	Description	Effective 08/02/2024
258	7.01	Freightliner M2-106, 500 Gallon, 1000 GPM, Wildland BX3	\$ 530,933.93
6.0 Frontline			Effective
Bid	ID#	Description	08/02/2024
	8.01	Ford, Critical Response Unit, CRU-22	\$333,739.00

LEAGUE OF OREGON CITIES

ITS: Vice President, Sales

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

BY: ITS:	Patricia M. Mulvihill Executive Director	Date	July	8,	2024	<u>l</u>	7:42	AM	PDT
PIEF	RCE MANUFACTURING, INC.								
	Dan Meyer	Date	July	8,	2024		7:21	АМ	PDT
DV.	45F91A2D7EAE488 Dan Meyer								

Fifteenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 3rd day of April 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourteenth Amendment to the Master Price Agreement on or about March 19, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 3, 2024, to update the pricing in the price list in Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.

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

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective May 3, 2024:

		NPPGOV CONTRACT #PS20240	
		PIERCE MFG INC.: PRODUCT & PRICE LISTING	Effective
npp	gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	05/03/2024 Published Pricing
1.0 AERIAL	PRODUCTS		
Bid	ID#	Description	Effective 05/03/2024
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	\$ 1,217,381.90
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,330,602.62
236	1.03	-Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,325,471.99
223	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,391,077.29
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,388,351.84
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	\$ 1,602,623.33
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$ 1,818,432.80
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,728,539.83
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder Enforcer, Alum, Single, 1500 GPM, 110' Platform	\$ 1,384,286.53 \$ 1,396,006.08
260	1.10	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$ 1,396,006.08
243	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110 Platform Enforcer, Alum, Single, NPNT, Tiller	\$ 1,446,539.49
264	1.13	Enforcer, Alum, Single, NFN1, Tillel Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$ 1,044,407.75
2.0 Pumper		Emoreer, Alum, Single, 1230 of Mr. Skybbolii 01/33	3 1,044,407.73
Bid	ID#	Description	Effective 05/03/2024
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$ 744,439.08
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$ 730,773.72
265	3.04	Freightliner M2-106, 750 Gallon, 1250 GPM CSU	\$ 447,245.82
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	\$ 814,798.94
248	3.07	Freightliner M2-106, 1000 Gallon, 1250 GPM,BXP	\$ 387,356.67
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$ 761,375.04
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$ 368,424.90
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$ 854,227.48
3.0 Tanker I	Products		,
Bid	ID#	Description	Effective 05/03/2024
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	\$ 421,189.26
266	4.02	Freightliner, Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	\$ 401,586.96
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$ 951,233.91
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	\$ 840,669.86
4.0 Special S	Service Apparati	us .	
Bid	ID#	Description	Effective 05/03/2024
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 793,998.58
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 933,921.74
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 824,623.92
5.0 Wildlan	d Fire Apparatus	(Brush Fire)	
Bid	ID#	Description	Effective 05/03/2024
258	7.01	Freightliner M2-106, 500 Gallon, 1000 GPM, Wildland BX3	\$ 530,933.93
6.0 Frontlin	е		
Bid	ID#	Description	Effective 05/03/2024
	8.01	Ford, Critical Response Unit, CRU-22	\$333,739.00

LEAGUE OF OREGON CITIES

ITS: Vice President of Sales and Marketing

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

Date April 4, 2024 | 7:23 AM PDT

Patricia M. Muluill

BY:

ITS: Executive Director

Pleace Manufacturing, Inc.

Docusigned by:

Midual Duffact

Patricia M. Mulvihill

Date April 4, 2024 | 6:36 AM PDT

Patricia M. Mulvihill

Date April 4, 2024 | 6:36 AM PDT

Pleace Manufacturing

Docusigned by:

Michael Dufface

Date April 4, 2024 | 6:36 AM PDT

Fourteenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 19th day of March 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Thirteenth Amendment to the Master Price Agreement on or about January 23, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend and restate Attachment A in its entirety to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about March 15, 2024, to update the pricing in the price list in Attachment A; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A.

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

1. **Pricing Update**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following new price list:

		NPPGOV CONTRACT #PS20240 PIERCE MFG INC. : PRODUCT & PRICE LISTING	Effective
npr	gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	03/15/2024 Published Pricing
1.0 AERIA	L PRODUCTS		
Bid	ID#	Description	Effective
222	1.01	Enforcer, Alum, Single, 1250 Pump, 75' HAL Aluminum Ladder	03/15/2024 \$ 1,201,789.42
235	1.02	Enforcer, Alum, Single, 1230 Fump, 73 TAL Aluminum Ladder Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,313,561.84
236	1.03	-Enforcer, Alum, Single, 1500 Pump, 107 ASL Steel Ladder	\$ 1,308,496.72
223	1.04	Enforcer, Alum, Tandem, 1250 Pump, 107 ASL Steel Ladder	\$ 1,373,262.23
224	1.05	Enforcer, Alum, Tandem, 1250 Pump, 107' ASL Steel Ladder	\$ 1,370,570.50
225	1.06	Enforcer, Alum, Tandem, 1250 Pump, 100' Platform Steel Ladder	\$ 1,582,100.97
226	1.07	Enforcer, Alum, Tandem, 1500 GPM, 100' Steel Tower	\$ 1,795,166.29
227	1.08	Enforcer, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,706,409.67
228	1.09	Enforcer, Alum, Tandem, 1250 Pump, 105' HDL Steel Ladder	\$ 1,366,555.73
242	1.10	Enforcer, Alum, Single, 1500 GPM, 110' Platform	\$ 1,378,126.46
260	1.11	Enforcer, Alum, Tandem, 1250 GPM, 110' Platform	\$ 1,428,031.93
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,686,779.09
264	1.13	Enforcer, Alum, Single, 1250 GPM, Skyboom 61'/55'	\$ 1,031,016.98
2.0 Pumpe	er Products		, , , , , , , , , , , , , , , , , , , ,
Bid	ID#	Description	Effective 03/15/2024
229	3.01	Enforcer, 750 Gallon, 1250 GPM CSU	\$ 734,259.54
234	3.03	Saber FR, 750 Gallon, 1250 GPM CSU	\$ 720,705.79
265	3.04	Freightliner M2-106, 750 Gallon, 1250 GPM CSU	\$ 439,320.15
231	3.05	Enforcer,750 Gallon, 2000 GPM, PUC	\$ 803,667.90
248	3.07	Freightliner M2-106, 1000 Gallon, 1250 GPM,BXP	\$ 380,498.65
247	3.08	Enforcer, 750 gallon, 1250 GPM, Rescue Pumper	\$ 750,966.64
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$ 362,001.71
263	3.10	Enforcer, 750 gallon, 1250 GPM CSU, HDRP	\$ 842,480.77
3.0 Tanker	Products		
Bid	ID#	Description	Effective 03/15/2024
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM CX, Hi-Low Cpompts, BXT	\$ 413,642.51
266	4.02	Freightliner, Tandem, 3000Gallon, 1000GPM CX, Low Compts, BXT	\$ 394,341.01
250	4.03	Enforcer Tandem, 2000 Gallon, 2000 GPM, PUC	\$ 938,247.52
252	4.04	Enforcer, Tandem, 2500 Gallon, 1250 GPM CSU , Dryside Tanker	\$ 829,177.95
4.0 Specia	l Service Apparatu		
Bid	ID#	Description	Effective 03/15/2024
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 783,149.55
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 921,170.32
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 813,361.11
5.0 Wildla	nd Fire Apparatus	(Brush Fire)	
Bid	ID#	Description	Effective 03/15/2024
258	7.01	Freightliner M2-106, 500 Gallon, 1000 GPM, Wildland BX3	\$ 521,515.59
6.0 Frontli			Effective
Bid	ID#	Description	03/15/2024
	8.01	Ford, Critical Response Unit, CRU-22	\$333,739.00

LEAGUE OF OREGON CITIES

ITS: Vice President of Sales and Marketing

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

Patricia M. Mulvilill

BY: Patricia M. Mulvihill

ITS: Executive Director

PIERCE MANUFACTURING, INC.

Docusigned by:

Michael Duffrane

Date March 19, 2024 | 12:30 PM PDT

Date March 19, 2024 | 12:30 PM PDT

Date March 19, 2024 | 12:23 PM PDT

Thirteenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update and Notices Update

This Amendment to the Master Price Agreement is entered into this 18th day of January 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Twelfth Amendment to the Master Price Agreement on or about January 2, 2024, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to amend and restate Article 15 to reflect the current contact address for Notices; and

WHEREAS, Vendor has provided notice, on or about January 18, 2024, to update the pricing in the price list in Attachment A and to update the listed Notices addresses in Article 15; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list in Attachment A and the new address information in Article 15.

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

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

		NPPGOV CONTRACT #PS20240	
nnn	COV	PIERCE MFG INC.: PRODUCT & PRICE LISTING	Effective
npp	gov	Base specification pricing is as shown below while any customization receives additional discounting.	02/02/2024
		Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change.	52,52,252
		Pricing will be determined at the time of invoicing based upon the NPPGOV contract.	
1.0 AERIAL P	RODUCTS		
Bid	ID#	Description	
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$ 1,214,524.18
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,364,034.06
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,446,877.95
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$ 1,450,446.20
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$ 1,523,834.97
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$ 1,770,354.00
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$ 1,846,563.06
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,747,540.71
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$ 1,445,269.39
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$ 1,485,033.74
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$ 1,631,927.62
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,777,201.41
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$ 1,301,010.80
2.0 Pumper I	Products		
Bid	ID#	Description	
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 761,323.60
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 853,178.68
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$ 698,890.00
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$ 410,757.75
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$ 828,328.97
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$ 931,795.65
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$ 358,234.77
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$ 829,147.59
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$ 354,196.27
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$ 1,001,508.30
3.0 Tanker P	roducts		
Bid	ID#	Description	
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$ 387,462.87
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$ 371,208.47
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$ 1,205,649.46
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$ 1,049,373.69
	ervice Apparatı		÷ =/0 10/01 0100
Bid	ID#	Description 15 for the North House 1999	A ======
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$ 764,512.50
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$ 834,551.19
256	5.03	Enforcer, Tandem, Combination, HDR	\$ 1,047,853.65
255	5.04	Enforcer, Single, Walk-In, HDR	\$ 1,036,936.66
254	5.05	Freightliner, Single Axle, ENCORE	\$ 429,134.37
5.0 Wildland	Fire Apparatus	(Brush Fire)	
Bid	ID#	Description	
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$ 531,650.88
6.0 Frontline			
Did	ID#	Description	
Bid	ID# 8.01	Description Ford, Critical Response Unit, CRU-22	\$333,739.00
	0.01	Total, Citation nearpointe Offit, Cito-22	ال.ود/,ددد

2. <u>Amend and Restate</u>. Article 15 of the Master Price Agreement shall be amended and restated to the following:

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: Kevin Toon

Email: rfp@ORCities.org

If to Vendor:

PIERCE MANUFACTURING INC 2600 American Drive Appleton WI 54914 ATTN: Carol Frank

Email: omsupport@piercemfg.com

3. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

Pocusigned by:

Patricia M. Mulvilull

Date January 22, 2024 | 9:32 AM PST

BY: Patricia M. Mulvihill ITS: Executive Director

LEAGUE OF OREGON CITIES

PIERCE MANUFACTURING, INC.

Docusigned by:

Michael DuFranc

Date January 23, 2024 | 6:20 AM PST

9F42E76988DD47A...

BY. Michael DuFrane

ITS: Vice President of Sales and Marketing

Twelfth Amendment to Master Price Agreement for FIRE APPARATUS

Additional Pricing Terms

This Amendment to the Master Price Agreement is entered into this 22nd day of December 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eleventh Amendment to the Master Price Agreement on or about November 13, 2023, and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to include Vendor's Persistent Inflationary Environment pricing terms; and

WHEREAS, Vendor has provided notice, on or about December 19, 2023, to add additional pricing terms to Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the additional pricing terms added to Attachment A.

LEAGUE OF OREGON CITIES

AMENDMENT TO MASTER PRICE AGREEMENT

1. <u>Additional Pricing Terms</u>. Due to the uncertainty of global inflation, and pursuant to Section 4.1 of the Master Price Agreement concerning increases in manufacturing costs, Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following terms:

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

Persistent Inflationary Environment: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] ("PPI") has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts the order ("Order Month") and a month 14-months prior to the then predicted outside Ready For Pickup/Delivery date ("Evaluation Month"), then pricing and the purchase price for the Product may be updated and increased in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month.

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

Patricia M. Muluill

BY: Patricia M. Mulvihill

ITS: Executive Director

PIERCE MANUFACTURING, INC.

Docusigned by:

Michael Dufrane

BY: Vice President of Sales and Marketing

Eleventh Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 3rd day of November 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Tenth Amendment to the Master Price Agreement on or about September 26, 2023, and by this reference incorporated herein; and
- WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about October 25, 2023, to update the pricing in the price list on Attachment A of the Master Price Agreement; and

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

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list effective November 3, 2023:

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

		NPPGOV CONTRACT #PS20240 PIERCE MFG INC.: PRODUCT & PRICE LISTING	
np	pp gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contact.	Effective 11/03/2023
1.0 AERI	AL PRODUCTS		
Bid	ID#	Description	Effective 11/03/2023
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,203,124.96
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,351,231.59
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,433,297.92
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,436,832.68
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,509,532.64
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,753,737.90
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,829,231.69
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,731,138.74
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,431,704.46
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,471,095.59
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,616,610.76
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,760,521.05
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,288,799.85
2.0 Pum	per Products		
Bid	ID#	Description	Effective 11/03/2023
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$752,823.97
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$843,653.56
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$691,087.40
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$406,771.39
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$819,081.28
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$921,392.83
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$354,758.14
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$819,890.76
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$350,758.84
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$990,327.19
3.0 Tank	er Products		
Bid	ID#	Description	Effective 11/03/2023
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$383,702.59
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$367,064.19
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,193,948.76
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$1,037,658.19
4.0 Spec	ial Service Apparat	us	
Bid	ID#	Description	Effective 11/03/2023
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$755,977.27
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$825,234.04
256	5.03	Enforcer, Tandem, Combination, HDR	\$1,036,155.13
255	5.04	Enforcer, Single, Walk-In, HDR	\$1,025,360.02
254	5.05	Freightliner, Single Axle, ENCORE	\$424,969.67

LEAGUE OF OREGON CITIES

ITS: Vice President of Sales and Marketing

5.0 Wildland Fire Apparatus (Brush Fire)							
Bid	ID#	Description	Effective 11/03/2023				
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$526,491.27				
6.0 Frontline							
Bid	ID#	Description	Effective 11/03/2023				
	8.01	Ford, Critical Response Unit, CRU-22	\$333,739.00				

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

Date November 13, 2023 | 5:48 AM PST

Patricia M. Mulvihill

BY: Executive Director

PIERCE MANUFACTURING, INC.

Docusigned by:

9F42E76988DD47A...

BY: Mike Dufrane

Date November 13, 2023 | 5:48 AM PST

Date November 8, 2023 | 8:53 AM PST

Tenth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 11th day of September 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about May 5, 2023, and by this reference incorporated herein; and
- WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price with a 5.5% discount as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor has provided notice, on or about September 11, 2023, to update the pricing in the price list on Attachment A of the Master Price Agreement; and

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

1. **Pricing Update**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

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

		NPPGOV CONTRACT #PS20240 PIERCE MFG INC. : PRODUCT & PRICE LISTING	
npp	gov	Base specification pricing is as shown below while any customization receives additional discounting. Option pricing is 5.5% off List as noted in our RFP response. *Prices subject to change. Pricing will be determined at the time of invoicing based upon the NPPGOV contact.	Effective 08/04/2023
1.0 AERIAL	PRODUCTS		
3id	ID#	Description	Effective 08/04/2023
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,191,212.84
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,337,853.06
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,419,106.86
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,422,606.62
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,494,586.77
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,736,374.16
26	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,811,120.48
27	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,713,998.75
28	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,417,529.17
42	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,456,530.29
:60	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,600,604.72
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,743,090.15
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,276,039.45
.0 Pumpei	r Products		
Bid	ID#	Description	Effective 08/04/2023
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$745,370.27
:30	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$835,300.56
:34	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$684,244.95
65	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$392,068.81
31	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$810,971.56
32	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$912,270.13
48	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$341,935.56
47	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$811,773.03
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$338,080.81
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$980,521.97
.0 Tanker	Products		
id	ID#	Description	Effective 08/04/2023
37	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$369,833.82
.57 .66	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$363,429.90
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,150,793.99
	1.00	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$1,027,384.35

Bid	ID#	Description	Effective 08/04/2023
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$748,492.35
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$817,063.40
256	5.03	Enforcer, Tandem, Combination, HDR	\$1,025,896.16
255	5.04	Enforcer, Single, Walk-In, HDR	\$1,015,207.94
254	5.05	Freightliner, Single Axle, ENCORE	\$409,609.32
5.0 Wild	lland Fire Appar	ratus (Brush Fire)	
Bid	ID#	Description	Effective 08/04/2023
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$507,461.46
6.0 Othe	er		
Bid	ID#	Description	Effective 08/04/2023
	8.01	Ford, Critical Response Unit, CRU-22	\$333,739.00

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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

Patricia M. Mulvilull OBD4F25C35F54DO BY: Patricia M. Mulvihill ITS: Executive Director	Date _.	September	21,	2023	I	8:36	AM —	PDT
PIERCE MANUFACTURING, INC. Docusigned by: Charley Hoff Charley Hopp BY:	Date :	September	26,	2023	ı	7:54	_AM	PDT

Ninth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 26th day of April 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about February 1, 2023, and by this reference incorporated herein; and
- WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price, effective May 5, 2023, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor has provided notice, on or about April 25, 2023, to update the pricing in the price list on Attachment A of the Master Price Agreement; and
- WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list.
 - NOW, THEREFORE, Purchaser and Vendor enter into the following:

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

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

	nn	COV	Pricing listed below reflects the final calculated price of 5.5% off Pierce List	
	pp	gov	Pricing Effective May 5, 2023	Effective 05/05/2023
1.0 AERI	AL PRODUCTS			
Bid	ID#		Description	Contract Pricing
222	1.01	Enforcer, A	um, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,170,725.15
235	1.02	Enforce	r, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,314,843.30
236	1.03	Arrow X	, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,394,699.61
223	1.04	Enforcer,	Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,398,139.18
224	1.05	Arrow XT,	Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,468,881.35
225	1.06	Arrow XT, Alu	m, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,706,510.23
226	1.07	Arrow	XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,779,970.99
227	1.08	Arr	ow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,684,519.66
228	1.09	Enforcer,	Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,393,149.06
242	1.10	En	forcer, Alum, Single, 2000 GPM, 110' Platform	\$1,431,479.40
260	1.11	Enfo	orcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,573,075.89
243	1.12		Enforcer, Alum, Single, NPNT, Tiller	\$1,713,110.71
264	1.13		Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,254,092.83
2.0 PUM	PER PRODUCT	S		
Bid	ID#		Description	Contract Pricing
229	3.01		Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$732,550.63
230	2 22			
	3.02	P	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$820,934.21
234	3.02		Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3 Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$820,934.21 \$672,476.61
234 265			•	. ,
	3.03		Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$672,476.61
265	3.03 3.04		Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$672,476.61 \$385,325.61
265 231	3.03 3.04 3.05		Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$672,476.61 \$385,325.61 \$797,023.65
265 231 232	3.03 3.04 3.05 3.06	E A	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC FROW XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98
265 231 232 248 247 249	3.03 3.04 3.05 3.06 3.07	E A	Freightliner, 1000 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15
265 231 232 248 247 249 263	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10	E A	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33
265 231 232 248 247 249 263	3.03 3.04 3.05 3.06 3.07 3.08 3.09	E A	Freightliner, 1000 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15
265 231 232 248 247 249 263	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10	E A	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper Enforcer, Alum, 2000 GPM, HDRP Description	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15 \$963,657.95
265 231 232 248 247 249 263 3.0 TANI Bid 237	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 KER PRODUCT	E A	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper Enforcer, Alum, 2000 GPM, HDRP Description ghtliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15 \$963,657.95 Contract Pricing \$363,473.04
265 231 232 248 247 249 263 3.0 TANI Bid 237 266	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 KER PRODUCT	E A	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper Enforcer, Alum, 2000 GPM, HDRP Description ghtliner, Tandem, 3000 Gallon, 1000 GPM, FXT Enforcer, 2000 Gallon, 1500 GPM, PUC	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15 \$963,657.95
265 231 232 248 247 249 263 3.0 TANI Bid 237 266 250	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 KER PRODUCT: ID # 4.01 4.02 4.03	E A A I	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper Enforcer, Alum, 2000 GPM, HDRP Description ghtliner, Tandem, 3000 Gallon, 1000 GPM, FXT Enforcer, 2000 Gallon, 1500 GPM, PUC tliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15 \$963,657.95 Contract Pricing \$363,473.04 \$357,179.26 \$1,131,001.46
265 231 232 248 247 249 263 3.0 TANI Bid 237 266 250 252	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 KER PRODUCT: ID # 4.01 4.02 4.03 4.04	Freigh Arrow XT,	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper Enforcer, Alum, 2000 GPM, HDRP Description ghtliner, Tandem, 3000 Gallon, 1000 GPM, FXT Enforcer, 2000 Gallon, 1500 GPM, PUC	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15 \$963,657.95 Contract Pricing \$363,473.04 \$357,179.26
265 231 232 248 247 249 263 3.0 TANI Bid 237 266 250 252	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 KER PRODUCT: ID # 4.01 4.02 4.03	Freigh Arrow XT,	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper Enforcer, Alum, 2000 GPM, HDRP Description ghtliner, Tandem, 3000 Gallon, 1000 GPM, FXT Enforcer, 2000 Gallon, 1500 GPM, PUC tliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15 \$963,657.95 Contract Pricing \$363,473.04 \$357,179.26 \$1,131,001.46
265 231 232 248 247 249 263 3.0 TANI Bid 237 266 250 252	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 KER PRODUCT: ID # 4.01 4.02 4.03 4.04	Freigh Arrow XT,	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Inforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper Enforcer, Alum, 2000 GPM, HDRP Description ghtliner, Tandem, 3000 Gallon, 1000 GPM, FXT Enforcer, 2000 Gallon, 1500 GPM, PUC tliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15 \$963,657.95 Contract Pricing \$363,473.04 \$357,179.26 \$1,131,001.46
265 231 232 248 247 249 263 3.0 TANI Bid 237 266 250 252 4.0 SPEC	3.03 3.04 3.05 3.06 3.07 3.08 3.09 3.10 KER PRODUCTS ID # 4.01 4.02 4.03 4.04 IAL SERVICE A	Freigh Arrow XT,	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3 Freightliner, 1000 Gallon, 1250 GPM, Husky 3 Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC Frow XT, 500 Gallon, 1500 GPM, Husky 3, PUC Freightliner, 1000 Gallon, 1250 GPM, FXP Enforcer, 1500 GPM, Husky 3, Rescue Pumper Ford, 250 Gallon, 1500 GPM, Mini Pumper Enforcer, Alum, 2000 GPM, HDRP Description ghtliner, Tandem, 3000 Gallon, 1000 GPM, FXT Enforcer, 2000 Gallon, 1500 GPM, PUC tliner, Tandem, 3000 Gallon, 1000 GPM, Dryside Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$672,476.61 \$385,325.61 \$797,023.65 \$896,579.98 \$336,054.60 \$797,811.33 \$332,266.15 \$963,657.95 Contract Pricing \$363,473.04 \$357,179.26 \$1,131,001.46 \$1,009,714.35

256	5.03	Enforcer, Tandem, Combination, HDR	\$1,008,251.76				
255	5.04	Enforcer, Single, Walk-In, HDR	\$997,747.36				
254	5.05	Freightliner, Single Axle, ENCORE \$402,564.44					
5.0 WILE	5.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)						
Bid	ID#	Description	Contract Pricing				
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$498,733.63				
	6.0 OTHER						
Bid	ID#	Description	Contract Pricing				
	8.01	Ford, Critical Response Unit, CRU-22	\$250,197.00				

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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

	Patricia M. Mulvihill	Date	Мау	5,	2023	ı	7:20 AM	PDT	
BY.	—A49AFD929F7246E Patricia M. Mulvihill								
–	Executive Director								
DIE	OCE MANUIEACTURING INC								

PIERCE MANUFACTURING, INC.

Date May 4, 2023 | 7:11 AM PDT

BY: Summer Munao

ITS: Sales Operations Contract Administrator

Eighth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update and Product Subtraction

This Amendment to the Master Price Agreement is entered into this 27th day of January 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 October 27, 2022, and by this reference incorporated herein; and
- WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price, effective February 3, 2023, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor desires to remove a product from the Price List on Attachment A as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor has provided notice, on or about January 26, 2023, to update the pricing in the price list and to remove product 8.04 in Attachment A of the Master Price Agreement; and
- WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list.
 - NOW, THEREFORE, Purchaser and Vendor enter into the following:

1. **Pricing Update**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

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

	PP	Pricing listed below reflects the final calculated price of 5.5% off Pierce List Pricing Effective February 3, 2023	Effective 02/03/2022
Bid	ID#	Description	Contract Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,156,271.75
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,298,610.67
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,377,481.10
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,380,878.20
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,450,747.01
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,685,442.21
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,757,996.04
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,663,723.12
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,375,949.69
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,413,806.82
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,553,655.20
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,691,961.20
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,238,610.20
2.0 PUM	PER PRODUCT	S	
Bid	ID#	Description	Contract Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$723,506.80
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$810,799.22
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$664,174.43
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$380,568.51
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$787,183.85
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$885,511.09
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$331,905.78
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$787,961.81
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$328,164.10
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$951,760.94
Bid	KER PRODUCT ID #	Description	Contract Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$358,985.72
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$352,769.64
266			
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,117,038.48
250 252	4.03 4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$1,117,038.48 \$997,248.74
250 252	4.03	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$1,117,038.48 \$997,248.74
250 252	4.03 4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$1,117,038.48 \$997,248.74 Contract Pricing
250 252 4.0 SPEC	4.03 4.04 CIAL SERVICE A	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker PPARATUS	\$997,248.74

256	5.03	Enforcer, Tandem, Combination, HDR \$995,804.21						
255	5.04	Enforcer, Single, Walk-In, HDR	\$985,429.49					
254	5.05	Freightliner, Single Axle, ENCORE	\$397,594.51					
5.0 WILE	5.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)							
Bid	ID#	Description	Contract Pricing					
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$492,576.42					
	6.0 OTHER							
Bid	ID#	Description	Contract Pricing					
	8.01	Ford, Critical Response Unit, CRU-22	\$250,197.00					

2. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the subtraction of the following product:

6.0 OTHER					
Bid	ID#	Description	Contract Pricing		
	8.04	Freightliner, Tandem, CO2 Response Unit, Non-Walk-In, HDR	\$1,166,923.82		

3. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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:								
	Patricia M. Mulvihill	_ Date _	February	1,	2023	1	10:51	АМ	PST
BY: ITS:	Patricia M. Mulvihill								
	Executive Director								

PIERCE MANUFACTURING, INC.

Dogusigned by:

Jummer Munko

Date

Date

Date

Date

BY: Summer Munao

ITS: Sales Operations Contract Administrator

Seventh Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 25th day of October 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

- WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020, and by this reference incorporated herein; and
- WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 May 6, 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 update Attachment A to reflect Vendor's new list price, effective November 1, 2022, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and
- WHEREAS, Vendor has provided notice, on or about October 24, 2022, to update the pricing in the price list in Attachment A of the Master Price Agreement; and
- WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the updated price list.
 - NOW, THEREFORE, Purchaser and Vendor enter into the following:

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

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

n	pp	gov	Pricing listed below reflects the final calculated price of 5.5% off Pierce List Pricing Effective November 1, 2022	Effective 11/01/2022
1.0 AERI	AL PRODUC	TS		
Bid	ID#		Description	Contract Pricing
222	1.01	Enforcer, Alu	ım, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,136,385.01
235	1.02	Enforcer, A	lum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,276,275.84
236	1.03	Arrow XT, A	Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,353,789.78
223	1.04	Enforcer, Al	um, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,357,128.46
224	1.05	Arrow XT, A	lum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,425,795.59
225	1.06	Arrow XT, Alu	m, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,656,454.26
226	1.07	Arrow XT,	Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,727,760.24
227	1.08	Arrow X	T, Alum, Tandem, NPNT, 100' Steel Tower	\$1,635,108.72
228	1.09	Enforcer, Al	um, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,352,284.71
242	1.10	Enforce	r, Alum, Single, 2000 GPM, 110' Platform	\$1,389,490.73
260	1.11	Enforcer	, Alum, Tandem, 2000 GPM, 110' Platform	\$1,526,933.86
243	1.12	Enf	forcer, Alum, Single, NPNT, Tiller	\$1,662,861.13
264	1.13		er, Alum, Single, 2000 GPM, Skyboom	\$1,217,307.32
2.0 PUM	PER PRODU	CTS		
Bid	ID#		Description	Contract Pricing
229	3.01	Enforce	er, 750 Gallon, 1500 GPM CSU, Husky 3	\$711,063.19
230	3.02	Arrow)	(T, 750 Gallon, 1500 GPM CSU, Husky 3	\$796,854.27
234	3.03	Saber F	R, 750 Gallon, 1500 GPM CSU, Husky 3	\$652,751.28
265	3.04	Freight	liner, 1000 Gallon, 1250 GPM, Husky 3	\$374,023.10
231	3.05	Enforce	r, 500 Gallon, 1500 GPM, Husky 3, PUC	\$773,645.06
232	3.06	Arrow X	T, 500 Gallon, 1500 GPM, Husky 3, PUC	\$870,281.17
248	3.07	Freigl	ntliner, 1000 Gallon, 1250 GPM, FXP	\$326,197.33
247	3.08	Enforce	er, 1500 GPM, Husky 3, Rescue Pumper	\$774,409.64
249	3.09	Ford,	250 Gallon, 1500 GPM, Mini Pumper	\$322,520.00
263	3.10		forcer, Alum, 2000 GPM, HDRP	\$935,391.59
3.0 TAN	KER PRODUC	CTS		
Bid	ID#		Description	Contract Pricing
237	4.01		ner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$352,811.52
266	4.02		rcer, 2000 Gallon, 1500 GPM, PUC	\$346,702.35
250	4.03		er, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,097,826.52
252	4.04	· ·	ndem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$980,097.04
4.0 SPEC	IAL SERVICE	APPARATUS		
Bid	ID#		Description	Contract Pricing
238	5.01	Ent	forcer, Single, Non-Walk-In, HDR	\$714,041.57
239	5.02	Arr	ow XT, Single, Non-Walk-In, HDR	\$779,456.51
256	5.03	Enfo	orcer, Tandem, Combination, HDR	\$978,677.35

255	5.04	Enforcer, Single, Walk-In, HDR	\$968,481.07				
254	5.05	Freightliner, Single Axle, ENCORE	\$390,756.27				
5.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)							
Bid	ID#	Description	Contract Pricing				
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$484,104.59				
6.0 OTH	ER						
Bid	ID# Description		Contract Pricing				
	8.01 Ford, Critical Response Unit, CRU-22		\$246,772.02				
	8.04	Freightliner, Tandem, CO2 Response Unit, Non-Walk-In, HDR	\$1,166,923.82				

[Remainder of page intentionally left blank.]

LEAGUE OF OREGON CITIES

ITS:

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

BY: ITS:	Patty Muhilull Patty Maritull Interim Executive Director	Date _	October	27,	2022	1	11:24	AM —	PDT
PIER	CE MANUFACTURING, INC.								
BY:	Docusigned by: Jummer Murro Surring 205 FR 174 245.	Date _	October	25,	2022	<u> </u>	12:42	PM —	PDT

Sales Operations Contract Administrator

Sixth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 26th day of September 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 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 January 17, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price, effective October 1, 2022, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 23, 2022, to update the pricing in the price list in Attachment A of the Master Price Agreement; and

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

1. <u>Pricing Update</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

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

		Pricing listed below reflects the final calculated price of 5.5% off Pierce List Pricing Effective October 1, 2022	Effective 10/01/2022
1.0 AE	RIAL PRODUCTS		
Bid	ID#	Description	10/01/22 Published Contract Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,067,028.18
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,198,381.07
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,271,164.11
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,274,299.02
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,338,775.20
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,555,356.11
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,622,310.08
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,535,313.35
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,269,750.90
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,304,686.13
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,433,740.71
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,561,371.95
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,143,011.57
2.0 Pu	mper Products		
Bid	ID#	Description	10/01/22 Published Contract Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$667,664.97
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$748,219.97
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$612,912.00
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$351,195.40
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$726,427.29
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$817,165.42
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$306,288.57
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$727,145.20
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$302,835.68
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$878,301.96
3.0 Tai	nker Products		
Bid	ID#	Description	10/01/22 Published Contract Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$331,278.42
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$325,542.11
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,030,823.02
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$920,278.91
4.0 Sp	ecial Service Ap	paratus	
Bid	ID#	Description	10/01/22 Published Contract Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$670,461.57
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$731,884.05
256	5.03	Enforcer, Tandem, Combination, HDR	\$918,945.87
255	5.04	Enforcer, Single, Walk-In, HDR	\$909,371.90
254	5.05	Freightliner, Single Axle, ENCORE	\$366,907.30

5.0 Wil	5.0 Wildland Fire Apparatus (Brush Fire)								
Bid	ID#	Description	10/01/22 Published Contract Pricing						
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$454,558.30						
6.0 Oth	ner								
Bid	ID#	Description	10/01/22 Published Contract Pricing						
8.01		Ford, Critical Response Unit, CRU-22	\$246,772.02						
	8.04 Freightliner, Tandem, CO2 Response Unit, Non-Walk-In, HDR		\$1,166,923.82						

[Remainder of page intentionally left blank.]

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

LEAG	GUE OF OREGON CITIES								
BY:	Patty Mulvilull Patty FM277/19 11 Interim Executive Director	Date	September	29,	2022	<u> </u>	1:24	PM —	PDT
PIER	CE MANUFACTURING, INC.								
	DoguSigned by: ummer Mun 20	Date	September	27,	2022	1	5:56	АМ	PDT
BY:	Summer Munao								
ITS:	Sales Operations Contract Admin	istra	tor						

Fifth Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 2nd day of May 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 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 January 17, 2022 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update Attachment A to reflect Vendor's new list price, effective May 1, 2022, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about May 2, 2022, to update the pricing in the price list in Attachment A of the Master Price Agreement; and

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

1. **Pricing Update**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new price list:

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

np	op g	Pricing listed below reflects the final calculated price of 5.5% off Pierce List Pricing Effective May 1, 2022	Effective 05/01/2022
1.0 AER	IAL PRODUCTS	5	
Bid	ID#	Description	05/01/22 Pubished Contract Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$1,052,627.63
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,183,980.52
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,271,164.11
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,274,299.02
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,338,775.20
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,555,356.11
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,622,310.08
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,535,313.35
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,269,750.90
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,290,285.58
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,416,494.25
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,561,371.95
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$1,128,611.02
2.0 Pun	per Products		
Bid	ID#	Description	05/01/22 Pubished Contract Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$653,426.53
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$748,219.97
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$598,673.56
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$351,195.40
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$711,245.05
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$817,165.42
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$306,288.57
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$712,906.76
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$302,835.68
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$864,063.52
3.0 Tan	ker Products		
Bid	ID#	Description	05/01/22 Pubished Contract Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$331,278.42
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$325,542.11
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$1,030,823.02
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$903,226.59
4.0 Spe	cial Service Ap	paratus	
Bid	ID#	Description	05/01/22 Pubished Contract Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$656,151.94
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$731,884.05

256	5.03	Enforcer, Tandem, Combination, HDR	\$918,945.87
255	5.04	Enforcer, Single, Walk-In, HDR	\$895,062.27
254	5.05	Freightliner, Single Axle, ENCORE	\$366,907.30
5.0 Wild	dland Fire App	aratus (Brush Fire)	
Bid	ID#	Description	05/01/22 Pubished Contract Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$454,558.30
6.0 Oth	er		
Bid	ID#	Description	05/01/22 Pubished Contract Pricing
	8.01 Ford, Critical Response Unit, CRU-22		\$246,772.02
	8.04	Freightliner, Tandem, CO2 Response Unit, Non-Walk-In, HDR	\$1,166,923.82

[Remainder of page intentionally left blank.]

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

LEAGU	LEAGUE OF OREGON CITIES								
	DocuSigned by:								
	Patty Mulvilull	Date _	Мау	6,	2022	I	6:28	AM	PDT
BY:	Patrey-Prug-verrull	_							
ITS:	Interim Executive Director								
PIERC	E MANUFACTURING, INC.								
	DocuSigned by:								
	DoguSigned by: Summer Munko	Date _	Мау	2,	2022	I	4:32	PM	PDT
BY:	Summers Muhab	_							
ITS:	Sales Operations Contract Adm	inistr	ator						

Fourth Amendment to Master Price Agreement for FIRE APPARATUS

Product Line Price Increase and Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 17th day of January 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of FIRE APPARATUS.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 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 August 10, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the pricing schedule in the Master Price Agreement to reflect Vendor's new list price, effective January 1, 2022, with a 5.5% discount off as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to remove the Camera System Fotokite product line from the pricing schedule as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about December 20, 2021, to update the pricing schedule to reflect the price increase and product line subtraction in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the price increase and product line subtraction.

1. <u>Pricing Adjustment</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new product line pricing:

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

npp		gov	Pricing listed below reflects the final calculated price of 5.5% off Pierce List	Effective 01/01/2022		
Aerial Pro	ducts ID#		Description	01/01/22 Dublished Contract Driving		
Bid		F. C. A.I.	Description 251444 Alexandria de la lacción de lacción de la lacción de la lacción de lacción	01/01/22 Published Contract Pricing		
222	1.01		um, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$983,764.14		
235	1.02		Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,106,523.85		
236	1.03		Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,188,003.84		
223	1.04	,	slum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,190,933.66		
224	1.05	· ·	Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,251,191.78		
225	1.06	,	m, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,453,603.84		
226 227	1.07 1.08		T, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,512,354.16		
227	1.08		XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,425,623.89		
242	1.10	· ·	lum, Tandem, 1500 Pump, 105' HDL Steel Ladder cer, Alum, Single, 2000 GPM, 110' Platform	\$1,186,683.08 \$1,205,874.37		
260	1.10		er, Alum, Tandem, 2000 GPM, 110 Platform	\$1,323,826.40		
243	1.12	Emore	Enforcer, Alum, Single, NPNT, Tiller	\$1,452,744.13		
264	1.13	Enf	Enforcer, Alum, Single, 2000 GPM, Skyboom			
Pumper P		Liii	orect, Audit, Single, 2000 of M, Skybbolii	\$1,054,776.65		
Bid	ID#		Description	01/01/22 Published Contract Pricing		
229	3.01	Enfo	orcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$610,679		
230	3.02		w XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$699,271		
234	3.03		er FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$559,508		
265	3.04		ghtliner, 1000 Gallon, 1250 GPM, Husky 3	\$328,220		
231	3.05	Enfo	rcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$664,715		
232	3.06	Arro	w XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$763,706		
248	3.07	Fr	reightliner, 1000 Gallon, 1250 GPM, FXP	\$286,251		
247	3.08	Enfo	orcer, 1500 GPM, Husky 3, Rescue Pumper	\$666,268		
249	3.09	Fo	rd, 250 Gallon, 1500 GPM, Mini Pumper	\$283,024		
263	3.10		Enforcer, Alum, 2000 GPM, HDRP	\$807,536		

Tanker Pi	oducts		
Bid	ID#	Description	01/01/22 Published Contract Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$309,606
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$304,255
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$963,386
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$844,137
Special Se	ervice Apparatus	5	
Bid	ID#	Description	01/01/22 Published Contract Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$587,726
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$669,870
256	5.03	Enforcer, Tandem, Combination, HDR	\$856,841
255	5.04	Enforcer, Single, Walk-In, HDR	\$826,571
254	5.05	Freightliner, Single Axle, ENCORE	\$339,573
Wildland	Fire Apparatus	(Brush Fire)	
Bid	ID#	Description	01/01/22 Published Contract Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$424,820.84
Other			
Bid			01/01/22 Published Contract Pricing
	8.01	Ford, Critical Response Unit, CRU-22	\$246,772.02
	8.04	Freightliner, Tandem, CO2 Response Unit, Non-Walk-In, HDR	\$1,166,923.82

2. **Product Subtraction**. Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following product lines:

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

	8.0 OTHER								
	Bid	ID#	Description	02/01/21 Published Contract Pricing					
ĺ		8.02	Camera System Fotokite Modem Portable	\$45,693.11					
ĺ		8.03	Camera System Fotokite Compartment Mounted	\$48,762.09					

3. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

LEAG	UE OF OREGON CITIES								
	DocuSigned by:								
	Patricia M. Mulvilill	Date	January	17,	2022	I	4:44	РМ	PST
BY:	Patricia M. Mulvihill								
ITS:	Interim Executive Director and General Counsel								
PIERO	CE MANUFACTURING, INC.								
	DocuSigned by:								
BY:	Michelle Swokowski	Date	January	17,	2022	1	4:10	РМ	PST
113.	Sales Operations Manager								

Third Amendment to Master Price Agreement for FIRE APPARATUS

Pricing Update

This Amendment to the Master Price Agreement is entered into this 21st day of July 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of FIRE APPARATUS.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20240 on or about May 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 June 4, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about February 12, 2021 and by this reference incorporated herein; and

WHEREAS, Effective August 8, 2021, due to an increase in material cost, Vendor desires to update the pricing for the entire product catalog as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 20, 2021, to update the pricing to the product catalog 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 product pricing.

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Pricing Update**. Attachment A to the Master Price Agreement shall be amended in part to reflect the following new pricing schedule:

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

nr	op g	Pricing listed below reflects the final calculated price of 5.5% off Pierce List	Effective 08/01/2021
I		Pricing Effective August 1, 2021	2.1003.10 00, 02, 2022
1 0 AED	IAL PRODUCT		
1.U AEK	IAL PRODUCT		
Bid	ID#	Description	02/01/21 Published Contract Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$928,095.16
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,043,842.99
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,121,614.30
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,124,182.99
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,181,272.32
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,371,825.47
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,428,817.05
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,348,273.15
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,119,947.38
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,136,960.24
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,248,913.89
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,368,435.93
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$994,325.21
2.0 AIR	CRAFT RESCUI	& FIRE-FIGHTING VEHICLES	
Bid	ID#	Description	02/01/21 Published Contract Pricing
		Please Contact Oshkosh Airport Products	\$0.00
3.0 Pun	nper Products		
Bid	ID#	Description	02/01/21 Published Contract Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$581,596.86
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$666,505.64
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$532,588.83
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$307,551.69
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$632,011.15
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$727,208.38
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$268,214.10
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$633,253.46
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$267,937.68
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$774,224.72
4.0 Tan	ker Products		
Bid	ID#	Description	02/01/21 Published Contract Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$290,471.56
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$285,415.10
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$925,569.56
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$803,958.09

5.0 Special Service Apparatus					
Bid	ID#	Description	02/01/21 Published Contract Pricing		
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$562,577.59		
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$642,213.41		
256	5.03	Enforcer, Tandem, Combination, HDR	\$813,423.58		
255	5.04	Enforcer, Single, Walk-In, HDR	\$793,523.56		
254	5.05	Freightliner, Single Axle, ENCORE	\$306,277.86		
6.0 WA	TERCRAFT RES	CUE & FIRE-FIGHTING VEHICLES			
Bid	ID#	Description	02/01/21 Published Contract Pricing		
		No Watercraft Rescue Vehicles submitted to RFP	\$0.00		
7.0 Wil	dland Fire App	aratus (Brush Fire)			
Bid	ID#	Description	02/01/21 Published Contract Pricing		
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$396,899.99		
8.0 Oth	er				
Bid	ID#	Description	02/01/21 Published Contract Pricing		
	8.01	Ford, Critical Response Unit, CRU-22	\$233,080.59		
	8.02	Camera System Fotokite Modem Portable	\$45,693.11		
	8.03	Camera System Fotokite Compartment Mounted	\$48,762.09		
	8.04	Freightliner, Tandem, CO2 Response Unit, Non-Walk-In, HDR	\$1,110,503.42		
9.0 Opt	ions				
Bid	ID#	Description			
	All available	options will follow the pricing methodology of 5.5% off list			

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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

BY: Mikecs44#36343E...

TS: Executive Director

PIERCE MANUFACTURING, INC.

I IEROE MANOI ACTORINO, INC.

Midule Swokowski Date August 10, 2021 | 3:24 PM PDT

BY: Michelle Bonswekowski

DocuSigned by:

ITS: Sales Operations Manager

Second Amendment to Fire Apparatus

RFP 1905

Master Price Agreement

Updated Pricing Schedule and Product Addition

This Amendment to the Master Price Agreement is entered into this $\frac{31}{1}$ day of January 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about May 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 June 4, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to update the pricing schedule to reflect the rising cost of materials, wages, and health care as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor added a new product, 8.04 Rescue Non-walk-in, CO2 Response Unit, Firefighter, Tandem; and

WHEREAS, Vendor has provided notice, on or about January 8, 2021 to update the pricing schedule and add product line 8.04 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 pricing schedule and product line addition.

AMENDMENT TO MASTER PRICE AGREEMENT

1. <u>New Pricing Schedule and Product Line Addition</u>. Attachment A to the Master Price Agreement shall be amended in part to reflect the following as the new pricing schedule effective February 1, 2021:

ATTACHMENT A

to Master Price Agreement by and between <u>VENDOR</u> and <u>PURCHASER</u>.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Pricing listed below reflects the final calculated price of 5.5% off Pierce List

Pricing Effective February 1, 2021

1.0 AERIAL PRODUCTS

Bid	ID#	Description	02/01/21 Published Contract Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$909,533.26
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,022,966.13
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$1,099,182.01
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,101,699.33
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$1,157,646.87
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$1,344,388.96
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$1,400,240.71
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$1,321,307.69
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$1,097,548.43
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$1,114,221.04
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$1,223,935.61
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$1,341,067.21
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$974,438.71

2.0 AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

Bid	ID#	Description	02/01/21 Published Contract Pricing
		Please Contact Oshkosh Airport Products	\$0.00

3.0 Pumper Products

Bid	ID#	Description	02/01/21 Published
		2000 p. 1011	Contract Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$569,964.92
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$653,175.53
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$521,937.05
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$301,400.66
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$619,370.93
232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$712,664.21
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$262,849.82

247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$620,588.39
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$262,578.93
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$758,740.23

4.0 Tanker Products

Bid	ID#	Description	02/01/21 Published Contract Pricing
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$284,662.13
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$279,706.80
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$907,058.17
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$787,878.93

5.0 Special Service Apparatus

Bid	ID#	Description	02/01/21 Published Contract Pricing
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$551,326.04
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$629,369.14
256	5.03	Enforcer, Tandem, Combination, HDR	\$797,155.11
255	5.04	Enforcer, Single, Walk-In, HDR	\$777,653.09
254	5.05	Freightliner, Single Axle, ENCORE	\$300,152.30

6.0 WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES

Bid	ID#	Description	02/01/21 Published
ыu			Contract Pricing
		No Watercraft Rescue Vehicles submitted to RFP	\$0.00

7.0 Wildland Fire Apparatus (Brush Fire)

Bid	ID#	Description	02/01/21 Published Contract Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$388,961.99

8.0 Other

Bid	ID#	Description	02/01/21 Published Contract Pricing
	0.04	- 1 0 W 1 - W 1 W 1 - W 1 W 1 - W 1 W 1 - W 1 W 1	- J
	8.01	Ford, Critical Response Unit, CRU-22	\$228,418.98
	8.02	Camera System Fotokite Modem Portable	\$44,779.25
	8.03	Camera System Fotokite Compartment Mounted	\$47,786.85
	8.04	(NEW) Freightliner, Tandem, CO2 Response Unit, Non-Walk-In, HDR	\$1,088,293.35

9.0 Options

Bid	ID#	Description	
All available options will follow the pricing methodology of 5.5% off list			

LEAGUE OF OREGON CITIES

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 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.

	DocuSigned by:	Date	February	12,	2021	10:29	АМ	PST
BY:	MTREC5C6D3899y43E							
ITS:	Executive Director							
PIEF	RCE MANUFACTURING, INC.							
	DocuSigned by:							
	Michael DuFrane	Date	February	12,	2021	10:08	AM	PS
BY:	Mī chae Bufrane							
ITS:	Vice President of Sales and Mar	keting	1					

First Amendment to Fire Apparatus RFP 1905

Master Price Agreement

Product Line Addition

This Amendment to the Master Price Agreement is entered into this $\frac{3}{2}$ day of June, 2020 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and PIERCE MANUFACTURING, INC. ("Vendor") based upon the sales and/or service of Fire Apparatus.

RECITALS

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

WHEREAS, Vendor included the Pierce Situational Awareness Product Line in its Proposal; and

WHEREAS, new Pierce Situational Awareness products and the HAAS Vehicle Collision Mitigation have become available; and

WHEREAS, Vendor has provided notice, on or about June 2nd 2020, to include the new Pierce Situational Awareness Products and HAAS Vehicle Collision Mitigation system at comparable pricing offered for existing original Pierce Situational Awareness 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 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:

8.0 OTHER

ID#	Description	2020 Pricing
8.04	Pierce Situational Awareness - Fotokite - Roof Mount	\$52,778.00
8.05	HAAS R2V: Responder-to-Vehicle	\$2,499.00
8.06	HAAS R2R: Responder-to-Responder - R2R (Add on to R2V)	\$3,399.00
8.07	HAAS R2V + R2R	\$3,999.00
8.08	HAAS R2V: Responder-to-Vehicle 10 Year	\$1,999.00
8.09	HAAS R2V + R2R 10 Year	\$2,799.00

3. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 27th 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:	
Moc	6/4/2020
	Date
BY: Mike Cully	
ITS: Executive Director	
PIERCE MANUFACTURING, INC.	
DocuSigned by:	
Michael Dufrane	6/4/2020
BY Michael Dufrane	Date
BY: Michael Dufrane	
ITS: Vice President of Sales and Ma	rketing

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 PIERCE MANUFACTURING INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE APPARATUS, 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 APPARATUS 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. 1905 for FIRE APPARATUS; 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:

<u>ARTICLE 1 – CERTAIN DEFINITIONS</u>

- 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. 1905 (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 <u>not exclusive</u>. 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;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to 3.3.2 and 3.3.3 are **approved** and by this reference incorporated herein.

- 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 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 Agreement by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term or Renewal 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.

<u>ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY</u>

- 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 fifteen (15) days 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, and a written notice of defect has been delivered to the Vendor within fifteen (15) days of delivery, 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 within thirty (30) days of written notice thereof to to initiate 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. However vendor substitutions that do not change the fit, form, and/or function of the product and are insignificant in nature, such as cosmetic changes, do not require prior written consent.

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

ATTN: Jamie Johnson-Davis Email: rfp@ORCities.org

If to Vendor:
PIERCE MANUFACUTRING INC
2600 American Drive
Appleton WI 54914
ATTN: Kristina Spang

Email: Kspang@piercemfg.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 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:
Printed Name: Mike Cully
Title:Executive Director
LEAGUE OF OREGON CITIES
Dated: 5/27/2020
VENDOR:
DocuSigned by:
Signature: Michael Dufrane
Printed Name: Michael Dufrane
Title: Vice President of Sales and Marketing PIERCE MANUFACTURING INC.
Dated:

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Pierce Manufacturing Inc. submission is based on a fixed percentage of 5.5% off List price.

The below is a listing of the base specifications within each category and the advertised price for each base configuration (after discount).

Option pricing to modify and/or customize the base specifications follows the same pricing methodology with 5.5% off List price.

1.0 AERIAL PRODUCTS

Bid	ID#	Description	2020 Pricing
222	1.01	Enforcer, Alum, Single, 1500 Pump, 75' HAL Aluminum Ladder	\$ 883,042.00
235	1.02	Enforcer, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 993,171.00
236	1.03	Arrow XT, Alum, Single, 1500 Pump, 107' ASL Steel Ladder	\$ 1,067,167.00
223	1.04	Enforcer, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$ 1,069,611.00
224	1.05	Arrow XT, Alum, Tandem, 1500 Pump, 107' ASL Steel Ladder	\$ 1,123,929.00
225	1.06	Arrow XT, Alum, Tandem, 1500 Pump, 100' Platform Steel Ladder	\$ 1,305,232.00
226	1.07	Arrow XT, Alum, Tandem, 2000 GPM, 100' Steel Tower	\$ 1,359,457.00
227	1.08	Arrow XT, Alum, Tandem, NPNT, 100' Steel Tower	\$ 1,282,823.00
228	1.09	Enforcer, Alum, Tandem, 1500 Pump, 105' HDL Steel Ladder	\$ 1,065,581.00
242	1.10	Enforcer, Alum, Single, 2000 GPM, 110' Platform	\$ 1,081,768.00
260	1.11	Enforcer, Alum, Tandem, 2000 GPM, 110' Platform	\$ 1,188,287.00
243	1.12	Enforcer, Alum, Single, NPNT, Tiller	\$ 1,302,007.00
264	1.13	Enforcer, Alum, Single, 2000 GPM, Skyboom	\$ 946,057.00

2.0 AIRCRAFT RESCUE & FIRE-FIGHTING VEHICLES

Bid	ID#	Description	2020 Pricing
		Please Contact Oshkosh Airport Products	

3.0 PUMPER PRODUCTS

Bid	ID#	Description	20	020 Pricing
229	3.01	Enforcer, 750 Gallon, 1500 GPM CSU, Husky 3	\$	553,364.00
230	3.02	Arrow XT, 750 Gallon, 1500 GPM CSU, Husky 3	\$	634,151.00
234	3.03	Saber FR, 750 Gallon, 1500 GPM CSU, Husky 3	\$	506,735.00
265	3.04	Freightliner, 1000 Gallon, 1250 GPM, Husky 3	\$	292,622.00
231	3.05	Enforcer, 500 Gallon, 1500 GPM, Husky 3, PUC	\$	601,331.00

232	3.06	Arrow XT, 500 Gallon, 1500 GPM, Husky 3, PUC	\$ 691,907.00
248	3.07	Freightliner, 1000 Gallon, 1250 GPM, FXP	\$ 255,194.00
247	3.08	Enforcer, 1500 GPM, Husky 3, Rescue Pumper	\$ 602,513.00
249	3.09	Ford, 250 Gallon, 1500 GPM, Mini Pumper	\$ 254,931.00
263	3.10	Enforcer, Alum, 2000 GPM, HDRP	\$ 736,641.00

4.0 TANKER PRODUCTS

Bid	ID#	Description	2020 Pricing	
237	4.01	Freightliner, Tandem, 3000 Gallon, 1000 GPM, FXT	\$	276,371.00
266	4.02	Enforcer, 2000 Gallon, 1500 GPM, PUC	\$	271,560.00
250	4.03	Freightliner, Tandem, 3000 Gallon, 1000 GPM, Dryside	\$	880,639.00
252	4.04	Arrow XT, Tandem, 2500 Gallon, 1250 GPM, Pumper/Tanker	\$	764,931.00

5.0 SPECIAL SERVICE APPARATUS

Bid	ID#	Description	2020 Pricing	
238	5.01	Enforcer, Single, Non-Walk-In, HDR	\$	535,268.00
239	5.02	Arrow XT, Single, Non-Walk-In, HDR	\$	611,038.00
256	5.03	Enforcer, Tandem, Combination, HDR	\$	773,937.00
255	5.04	Enforcer, Single, Walk-In, HDR	\$	755,003.00
254	5.05	Freightliner, Single Axle, ENCORE	\$	291,410.00

6.0 WATERCRAFT RESCUE & FIRE-FIGHTING VEHICLES

Bid	ID#	Description	2020 Pricing
		No Watercraft Rescue Vehicles submitted to RFP	

7.0 WILDLAND FIRE APPARATUS (BRUSH FIRE)

Bid	ID#	Description	20	020 Pricing
258	7.01	Freightliner, 500 Gallon, 1000 GPM, Wildland	\$	377,633.00

8.0 OTHER

Bid	ID#	Description	20	020 Pricing
	8.01	Ford, Critical Response Unit, CRU-22	\$	221,766.00
	8.02	Camera System Fotokite Modem Portable	\$	43,475.00
	8.03	Camera System Fotokite Compartment Mounted	\$	46,395.00

9.0 OPTION PRICING

Bid	ID#	Description	2020 Pricing		
All available options will follow the pricing methodology of 5.5% off list					

Chassis Progress Payment Discount:

Discount of approximately 2.5% to 3% of custom chassis price is offered if chassis progress payment is made three (3) months prior to the RFP (ready for pick up from the factory) date. Example: Chassis progress payment in the amount of \$220,714.00 could earn a discount of (\$6,621.00). This discount is not available for Commercial chassis products.

Aerial Device Progress Payment Discount:

Discount of approximately 1.5% to 2% of aerial device price is offered if aerial device progress payment is made two (2) months prior to the RFP (ready for pick up from the factory) date. Example: Aerial device progress payment in the amount of \$310,385.00 could earn a discount of (\$6,207.00).

Pre-Pay Discount:

Discount amount varies dependent upon apparatus price, delivery schedule, extent of prepayment, and applicable rate. If elected, payment for the entire contract amount is due within thirty (30) days of contract execution. This deduction is in addition to all other discounts. If this option is elected, final payment for any changes processed during manufacturing is due prior to the unit leaving the factory for delivery.

Multiple Units Discount:

Discounts may be available for identical multi-unit purchases. Discount varies dependent upon number of identical units purchased and will be handled on a case by case basis.

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

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified at https://www.piercemfg.com/find-a-dealer, as may be updated from time to time. [A current list may be obtained from Vendor.]

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 <u>VENDOR</u> and <u>PURCHASER</u>.

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. 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 <u>VENDOR</u> and <u>PURCHASER</u>.

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 <u>VENDOR</u> and <u>PURCHASER</u>.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



Certificate Of Completion

Envelope Id: 18B0B2A849B54F489CD0CD6DA40C62BC

Subject: Please DocuSign: MPA 1905 Between LOC and Pierce FINAL Pierce.pdf

Source Envelope:

Document Pages: 18 Signatures: 2
Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

5

Status: Completed

Envelope Originator:

Bill DeMars 1100 Olive Way

Suite 1020

Seattle, WA 98101 bill.demars@nppgov.com IP Address: 173.29.186.28

Record Tracking

Status: Original

5/24/2020 10:01:20 AM

Holder: Bill DeMars

bill.demars@nppgov.com

Location: DocuSign

Signer Events

Michael Dufrane

MDufrane@piercemfg.com

Vice President of Sales and Marketing

Security Level: Email, Account Authentication

(None)

Signature DocuSigned by:

Michael Dufrane

Signature Adoption: Pre-selected Style Using IP Address: 198.190.231.14

Timestamp

Sent: 5/26/2020 7:07:08 AM Viewed: 5/27/2020 5:16:53 AM Signed: 5/27/2020 5:21:16 AM

Electronic Record and Signature Disclosure:

Accepted: 5/27/2020 5:16:53 AM ID: bbfa80bb-aa7b-405f-b0c2-cf8e7b6d6815

Mike Cully

mcully@orcities.org

Executive Director

Security Level: Email, Account Authentication

(None)

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Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219 Sent: 5/27/2020 5:21:18 AM Viewed: 5/27/2020 8:53:02 AM Signed: 5/27/2020 8:53:15 AM

Electronic Record and Signature Disclosure:

Accepted: 5/27/2020 8:53:02 AM

ID: 4df63022-0718-4b9a-8c3b-4e154cc999b9

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

COPIED

Kristina Spang

KSpang@piercemfg.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 5/26/2020 7:07:09 AM

Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	5/27/2020 5:21:18 AM		
Certified Delivered	Security Checked	5/27/2020 8:53:02 AM		
Signing Complete	Security Checked	5/27/2020 8:53:15 AM		
Completed	Security Checked	5/27/2020 8:53:15 AM		
Payment Events	Status	Timestamps		
Electronic Record and Signature Disclosure				