

**Second Amendment to Law Enforcement Equipment
Master Price Agreement**

Product Adjustment

This Amendment to the Master Price Agreement is entered into this 19th day of March, 2018 by PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Proforce Law Enforcement ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about August 31, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into a Amendment to the Master Price Agreement on or about November 28, 2017 and by this reference incorporated herein; and

WHEREAS, 1.6 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included tactical equipment in its response; and

WHEREAS, Vendor has provided notice on or about February 15, 2018 to add Angel Armor tactical equipment to the Master Price Agreement at equivalent or better discount off list pricing for tactical equipment already included in the Master Price Agreement; and

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

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

**AMENDMENT TO MASTER PRICE AGREEMENT FOR
LAW ENFORCMENT EQUIPMENT**

1. Adjustment to Product Offering on Law Enforcement Equipment.
Attachment A to the Master Purchase Agreement shall be amended in part to include the following new product line:

Product Category	Description	Discount off MSRP
Tactical Equipment	Angel Armor	22%

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

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

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 31, 2015 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

PUBLIC PROCUREMENT AUTHORITY:

Tella Leighton Date 3/19/18
BY: Tella Leighton
ITS: Contract Manager

PROFORCE LAW ENFORCEMENT:

[Signature] Date 3-14-18
BY: *[Signature]*
ITS: Contract Specialist

First Amendment to Law Enforcement Equipment Master Price Agreement

Product Adjustment

This Amendment to the Master Price Agreement is entered into this 28 day of November, 2017 by PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Proforce Law Enforcement ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about August 31, 2015 and by this reference incorporated herein; and

WHEREAS, 1.6 of the Master Price Agreement permits that new products that meet the scope of work may be added to the Master Price Agreement; and

WHEREAS, Vendor included firearms in its response; and

WHEREAS, Vendor has provided notice on or about November 8, 2017 to add Scionic firearms to the Master Price Agreement at equivalent or better discount off list pricing for firearms already included in the Master Price Agreement; and

WHEREAS, Vendor included firearms accessories related to law enforcement equipment in its response; and

WHEREAS, Vendor has provided notice on or about November 8, 2017 to add Scionic parts and OSS Suppressors to the Master Price Agreement at equivalent or better discount off list pricing for firearms accessories already included in the Master Price Agreement; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT FOR LAW ENFORCMENT EQUIPMENT

1. **Adjustment to Product Offering on Law Enforcement Equipment.**
Attachment A to the Master Purchase Agreement shall be amended in part to include the following new product lines:

Product Category	Description	Discount off MSRP
Weapons and Ammunition	Scionic Firearms	15%
Weapons and Ammunition	Scionic Parts	10%
Weapons and Ammunition	OSS Suppressors	8%

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

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

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 31, 2015 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

PUBLIC PROCUREMENT AUTHORITY:

Heidi Arnold Date 11-28-17
 BY: Heidi Arnold
 ITS: Contract Manager

PROFORCE LAW ENFORCEMENT:

[Signature] Date 11-24-17
 BY:
 ITS:

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY (“PPA” or “Purchaser”) and PROFORCE LAW ENFORCEMENT (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling LAW ENFORCEMENT EQUIPMENT and related products and services, as further described herein; and

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Parties” shall mean the Purchaser and Vendor.

1.2 “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 RFP No. 1510 (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”).

1.3 “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.

1.4 “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.

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

1.6 “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.

1.7 “Purchase Order” shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Vendor may from time to time agree. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 “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.

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

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

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

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 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. 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.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser 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 Purchaser. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services which are identical or similar to the Products and Services described in this Agreement from any third party.

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

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

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception relating to shipping, pricing and warranties are **approved** and by this reference incorporated herein.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed an Intergovernmental Cooperative Purchasing Agreement (IGA) as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference. 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.

2.5.2 *This Solicitation meets the public contracting requirements of the*

Purchaser 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.

2.5.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to the terms of the RFP.

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

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. Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; provided that the Lead Contracting Agency and/or the proposer may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original term.

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

as may be prescribed by Purchaser from time to time. 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"). To the extent that Attachment A expressly requires Purchaser to reimburse Vendor for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Vendor to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

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 to the requesting Participating Agency. 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. If Vendor for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Vendor shall promptly notify Purchaser in writing. Except as otherwise provided in Article 16 below, if Vendor does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Vendor without additional cost to Purchaser. It is Vendor's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has

passed 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 PPA 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 the Master Price 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 Public Procurement Authority. 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 Public Procurement Authority under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Public Procurement Authority, 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 Public Procurement Authority 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 Public Procurement Authority.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the "Indemnities"), and National Purchasing Partners, LLC 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 Indemnities by reason 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, Purchaser or its officials, directors, employees, agents or contractors. In addition, Vendor shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Vendor by Purchaser. 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 provisions of this Article shall survive the expiration or termination of this Agreement.

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 is extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by

certified or registered mail or by nationally recognized overnight courier to the address specified below:

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

If to Vendor:
Proforce Law Enforcement
3009 N. Highway 89
Prescott, AZ 86301
ATTN: Beth Meisheid

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

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 God, 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 the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Vendor shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

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

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

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by both parties hereto.

ARTICLE 23 - GOVERNING LAW

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

ARTICLE 24 - COUNTERPARTS

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

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

PURCHASER:

Signature: Heidi Arnold
Printed Name: Heidi Arnold
Title: Contracts Manager
Public Procurement Authority
Dated: 8/31/15

VENDOR:

Signature: M. Massimo
Printed Name: Michael Massimo
Title: Senior Vice President
Proforce Law Enforcement
Dated: 8-26-15

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

% OFF MSRP

MANUFACTURER LISTING PER PRICING SCHEDULE

EQUIPMENT

BODY ARMOR	30%
PROTECTIVE GEAR	VARIES PLEASE SEE ATTACHED
HANDCUFFS AND RESTRAINTS	18%
LESS LETHAL EQUIPMENT	VARIES PLEASE SEE ATTACHED
SURVAEILLANCE EQUIPMENT	NO BID
BIKE PATROL EQUIPMENT	NO BID
INVESTIGATIONS AND EVIDENCE EQUIPMENT	NO BID
TACTICAL EQUIPMENT	VARIES PLEASE SEE ATTACHED
COMMUNICATIONS, RADIOS AND GPS	VARIES PLEASE SEE ATTACHED
TRAFFIC SAFETY AND CONTROL EQUIPMENT	NO BID
TRAINING AND SAFETY EQUIPMENT	NO BID
VEHICLE EQUIPMENT	NO BID

UNIFORMS AND ACCESSORIES

DUTY GEAR	VARIES PLEASE SEE ATTACHED
UNIFORMS	NO BID
BADGES AND ID CARDS	NO BID
CONCEALMENT AND PLAINCLOTHES	VARIES PLEASE SEE ATTACHED
EYEWEAR	NO BID

BAGS	VARIES PLEASE SEE ATTACHED
<u>WEAPONS AND AMMUNITION</u>	
FIREARMS	VARIES PLEASE SEE ATTACHED
FIREARMS ACCESSORIES	VARIES PLEASE SEE ATTACHED
AMMUNITION	20%
SHOOTING RANGE GEAR	VARIES PLEASE SEE ATTACHED
KNIVES	38%
TOOLS	VARIES PLEASE SEE ATTACHED

GOODS PROVIDED

MANUFACTURER LISTING OFFERED AND PERCENTAGE OFF EACH YEARS CURRENT
MSRP

AKER	28% OFF MSRP
AIMPOINT	20% OFF MSRP
BERETTA	23% OFF MSRP
BIANCHI	30% OFF MSRP
BLACKHAWK	39% OFF MSRP
BUSHMASTER	22% OFF MSRP
BUSHNELL	38% OFF MSRP
COLT	14% OFF MSRP
CONDOR	28% OFF MSRP
CRKT	38% OFF MSRP
DEF TECH	PLEASE SEE % OFF EACH TYPE
AEROSOL SPRAY	30% OFF MSRP
MK-9S	1% OFF MSRP
AEROSOL PROJECTORS	10% OFF MSRP
ACCESSORIES	2% - 10% DEPENDING ON ITEM
EXTINGUISHERS AEROSOL	20% OFF MSRP

PEPPER FOG, LAUNCHER DISTRACTION DEVICES	1% OFF MSRP
CHEMICAL AGENTS	10% OFF MSRP
LESS LETHAL IMPACT	10% OFF MSRP
EOTECH	11% OFF MSRP
HATCH	40% OFF MSRP
KIMBER	17% OFF MSRP
LEATHERMAN	35% OFF MSRP
LEUPOLD	23% OFF MSRP
MAGPUL	20% OFF MSRP
MOSSBERG	26% OFF MSRP
UNCLE MIKE'S	37% OFF MSRP
POF (Accessories)	24% OFF MSRP
REMINGTON SHOTGUNS	22% OFF MSRP
REMINGTON AMMUNITION	20% OFF MSRP
REMINGTON RIFLES	20% OFF MSRP
REMINGTON PARTS	20% OFF MSRP
RUGER	25% OFF MSRP
SAFARILAND LEATHER GEAR	30% OFF MSRP
SECOND CHANCE	30% OFF MSRP
SIG SAUER	11% OFF MSRP
SMITH & WESSON FIREARMS	25% OFF MSRP
SMITH & WESSON RESTRAINTS	18% OFF MSRP
SPRINGFIELD	11% OFF MSRP
STREAMLIGHT FLASHLIGHTS	45% OFF MSRP

POF FIREARMS 10%⁶

STREAMLIGHT ACCESSORIES	35% OFF MSRP
SUREFIRE FLASHLIGHTS	30% OFF MSRP
SUREFIRE BATTERIES	5% OFF MSRP
TCI	10% OFF MSRP
TRIJICON	8% - 26% OFF MSRP (DEPENDING ON ITEM)
US PEACEKEEPER	35% OFF MSRP
UNDER ARMOR	38% OFF MSRP
VORTEX OPTICS	23% OFF MSRP

All DEF TECH items are subject to shipping charges.

Pricing contained in this Attachment A shall be extended to all National Purchasing Partners government members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products. Vendor does not warranty or repair any products. All warranty and repair work is done through the manufacturers only. The agency must contact each manufacturer directly for any warranty or repair issues. Vendor will assist in making contact with the manufacturer.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master price Agreement. Vendor must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the National Purchasing Partners web site, www.nppgovernment.com and www.firerescue-gpo.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements.

ATTACHMENT D

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

Vendor's Proposal

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

(The Vendor's Proposal is incorporated 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 herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.
ADDITIONAL VENDOR TERMS OF PURCHASE.

TERRITORY LIST	
ProForce Territory List: This list displays the territories we are allowed to sell the vendor item in.	
Vendor	Territories
AIMPOINT	Unlimited
BERETTA (BTA) & Benelli	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY
BIANCHI (BIA)	SEE SAFARILAND
BLACKHAWK	Unlimited
BUSHMASTER (BSH)	Unlimited
COLT (CLT)	Unlimited
DEF TEC	SEE SAFARILAND
EOTech	Unlimited
FN USA (FNM)	Unlimited
KIMBER	Unlimited must contact for agency pricing
LEATHERMAN/LED LENSER	Unlimited
LEUPOLD	Unlimited
MAGPUL	Unlimited
Michael's of Oregon (Hoppes/ Uncle Mike's/ Bushnell optics/ Duty Gear/Bolle sunglasses)	Unlimited
MOSSBERG (MOS)	Unlimited
POF	Unlimited
REMINGTON (REM)	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY (20 Guns or less FET Out Unlimited – No Drop Shipments out of territory)
RUGER (RUG)	UNLIMITED (Discount Territory: AZ, CA, CO, HI, ID, NM, NV, MT, OR, PR, UT, WA, WY)
SAFARILAND/BIANCHI/DEF TEC, HATCH, KLEENBORE/ MANATECH	UNLIMITED
SIG SAUER (SIG)	AZ, CA, CO, ID, MT, NM, NV, OR, UT, WA, WY
SMITH & WESSON (S&W)/	AZ, CA, CO, HI, ID, OR, NM, NV, UT, WY

SPRINGFIELD (SPG)	Unlimited
STREAMLIGHT (SLI)	Unlimited
SUREFIRE	Unlimited
TRIJICON	Unlimited
US PEACKEEPER	Unlimited
Vortex Optics	Unlimited

Returned items are subject to 20% restocking fees. All sales are final on all non-stocked/special order items.