

Contract Number PS21125

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 EJ Metals ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain LANDSCAPE EQUIPMENT AND UTILITY VEHICLES FOR GOVERNMENT, 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 LANDSCAPE EQUIPMENT AND UTILITY VEHICLES FOR GOVERNMENT 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. 2070 for LANDSCAPE EQUIPMENT AND UTILITY VEHICLES FOR GOVERNMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2070 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

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

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

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

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

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

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

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

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

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

ARTICLE 2 – AGREEMENT TO SELL

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

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor’s standard

printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

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

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

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

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to having a toll-free telephone number is **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 MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

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

ARTICLE 5 – INSURANCE

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade

secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

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

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

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

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

EJ Metals
1201 Maple Creek Lane
New London, WI 54961
ATTN: Tom Sonntag
Email: tom@ejmetals.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

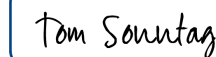
This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

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

PURCHASER:

DocuSigned by:

Signature: _____
38C540F8869143E...
Printed Name: Mike Cully
Title: Executive Director
LEAGUE OF OREGON CITIES
Dated: April 15, 2021 | 2:51 PM PDT

VENDOR:

DocuSigned by:

Signature: _____
AC620DEFB86C48E...
Printed Name: Tom Sonntag
Title: President
EJ Metals
Dated: April 15, 2021 | 11:40 AM PDT

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

| E.J. Metals Model Number | Product Description | Discount % From List Price | FOB Terms | Warranty |
|--|---|---|----------------------|--|
| MODEL - Wild Land, Quick Attack, Initial Attack | | | | |
| EWf350 | E.J. Metals Ford F-350 XL 2-door 4x4 chassis with flat bed aluminum body with compartments and Ultra High Pressure Fire Suppression System, 20 GPM @ 1,500 PSI, discharge reel with hose and nozzle, 150 gallon poly water tank. NFPA 1906 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| EWf550 | E.J. Metals Ford F-450 XL 2-door 4x4 chassis with flat bed aluminum body with compartments and Ultra High Pressure Fire Suppression System, 20 GPM @ 1,500 PSI, discharge reel with hose and nozzle, 300 gallon poly water tank. NFPA 1906 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| EWfH550 | E.J. Metals Ford F-450 XL 2-door 4x4 chassis with flat bed hybrid aluminum body with compartments and Ultra High Pressure Fire System, 20 GPM @ 1,500 PSI, discharge reel with hose and nozzle, 300 gallon poly water tank. NFPA 1906 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| EWfHT550 | E.J. Metals Ford F-450 XL 2-door 4x4 chassis with flat bed aluminum body with compartments and dual pumps, 120 GPM @ 140 PSI high volume pump and 8 GPM @ 2,800 PSI high pressure pump, high pressure discharge reel with hose and nozzle, 300 gallon poly water tank. NFPA 1906 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| EQF550 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with QuickForce aluminum body with compartments and dual pumps, 120 GPM @ 140 PSI high volume pump and 8 GPM @ 2,800 PSI high pressure pump, high pressure discharge reel with hose and nozzle, 300 gallon poly water tank. NFPA 1901 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| EQA550 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with QuickAttack aluminum body with compartments, diesel engine driven 150 GPM @ 170 PSI water pump with CAFS, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1901 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| E662 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with 6 compartment light engine aluminum body with lap doors, 100 GPM @ 200 PSI water pump, integrated foam system, hose reel with hose, 300 gallon poly water tank with 10 gallon integral foam cell. NFPA 1906 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| E643P | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with Type 6 flat bed aluminum body with compartments, 160 GPM @ 245 PSI water pump with integrated foam system, hose reel with hose, 300 gallon poly water tank with 12 gallon integral foam cell. NFPA 1906 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| ENBT | E.J. Metals Ford F-550 XL 2-door 4x4 chassis, brush truck aluminum body w/ compartments and dual pumps, 120 GPM @ 140 PSI high volume pump and 10 GPM @ 1,500 PSI high pressure pump, high pressure discharge reel with hose and nozzle, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1906 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| MODEL - Mini Pumper | | | | |
| EMP84500 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with Mini- Pumper aluminum body with compartments and 500 GPM pump, integrated foam system, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1901 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |

| | | | | |
|---|--|----|----------------------------------|--|
| EMP84750 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with Mini- Pumper aluminum body with compartments and 750 GPM pump, integrated foam system, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1901 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| EMP841000 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with Mini- Pumper aluminum body with compartments and 1,000 GPM pump, integrated foam system, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 1901 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| MODEL - RIV, Rapid Intervention Vehicle | | | | |
| ERIV | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with RIV aluminum body with compartments, twin-agent unit (TAU), 250 GPM @ 150 PSI water pump, 450# dry chemical discharge system, hose reels for both systems, 300 gallon poly water tank with 30 gallon integral foam cell. NFPA 414 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| EM440 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with RIV aluminum body with compartments, 450# dry chemical discharge system, 150 gallon AFFF self contained foam agent system, twin discharge hose reel. NFPA 414 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| MODEL - Light, Medium Rescue | | | | |
| ERSQ60 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with 10' seven compartment walk-a-round aluminum rescue body. NFPA 1901 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| ERUTL60 | E.J. Metals Ford F-550 XL 2-door 4x4 chassis with 10' six compartment walk-a-round aluminum utility rescue body. NFPA 1901 compliant. | 7% | Origin | Bumper-to-Bumper 12 months or 12,000 miles; whichever occurs first |
| MODEL OPTIONS - Per Each, Option Compatibility Shown | | | | |
| EJMVO001 | Ford chassis upgrade to super cab (extended cab), All Ford F-series models | 7% | All Ford models, F-350-F550 | |
| EJMVO002 | Ford chassis upgrade to 4-door crew cab, All Ford F- series models | 7% | All Ford models, F-350-F550 | |
| EJMVO003 | Spare, wheel and tire, mounted | 7% | All models | |
| EJMVO004 | Wheel covers, stainless steel, 4-wheels, installed | 7% | All models | |
| EJMVO005 | Wheels / Tires, Super single wheels and tires IPO the dual rear wheels, four (4) complete, 265 size, installed | 7% | All models with dual rear wheels | |
| EJMVO006 | Wheels / Tires, Super single wheels and tires IPO the dual rear wheels, four (4) complete, 285 size, installed | 7% | All models with dual rear wheels | |
| EJMVO008 | Seats, crew cab, Firefighter SCBA seat IPO standard seat, 4-door Fords, price per seat, up to three per truck | 7% | All models with crew cab option | |
| EJMVO009 | Bracket, SCBA seat, lock and load SCBA bracket in seat, installed | 7% | All models | |
| EJMVO010 | Seat insert, covers SCBA bottle in SCBA seats, installed | 7% | All models | |
| EJMVO012 | Mud Flaps, per pair, installed | 7% | All models | |
| EJMVO013 | MDT mount, officers side cab, installed | 7% | All models | |
| EJMVO014 | Map light, cab mounted officer's light | 7% | All models | |
| EJMVO015 | Fog lights, halogen, per pair, installed | 7% | All models | |
| EJMVO017 | Running Boards, tread plate, per pair, installed | 7% | All models | |
| EJMVO018 | Bumper extension, grill guard, Buck-Stop, installed | 7% | All models | |
| EJMVO020 | Winch, 12,000# fixed mount, installed | 7% | All models | |
| EJMVO021 | Winch, 9,000# portable, mounted | 7% | All models | |
| EJMVO022 | Winch, receiver, mounted in body, per each, installed | 7% | All models | |
| EJMVO023 | Winch, power, required at each portable winch receiver location, installed | 7% | All models | |
| EJMVO024 | Trailer hitch. Class V, includes wire harness, installed | 7% | All models | |
| EJMVO025 | Trailer brake controller, installed | 7% | All models | |
| EJMVO026 | Antenna mount, base & cable only, radio, roof mount, installed | 7% | All models | |
| EJMVO027 | Battery conditioner, Kussmaul Auto Charge 1000 with auto eject, installed | 7% | All models | |

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| EJMVO028 | Power point, 12-volt, installed | 7% | All models |
| EJMVO029 | Power leads, 12-volt, + & - for radio connection, installed | 7% | All models |
| EJMVO030 | Handlight, Streamlight model X481, installed | 7% | All models |
| EJMVO031 | Body length, flatbeds, extend chassis wheelbase from 60" to 84", additional compartment included | 7% | All flatbed bodies |
| EJMVO032 | Body length, mini pumper, extend chassis wheelbase from 60" to 84", additional compartment included | 7% | All mini pumper bodies |
| EJMVO033 | Body length, rescue bodies, extend chassis wheelbase from 60" to 84", additional compartment included | 7% | All rescue bodies |
| EJMVO036 | Camera, back up system, Safety Vision, installed | 7% | All models |
| EJMVO037 | Shelf, 500#, adjustable, compartment, installed | 7% | All models |
| EJMVO038 | Shelf, 500#, adjustable, transverse compartment, installed | 7% | All models |
| EJMVO039 | Tray, 500#, adjustable, slide-out, compartment, installed | 7% | All models |
| EJMVO040 | Tray, 1000#, slide-out, adjustable, full width transverse, compartment, installed | 7% | All models |
| EJMVO041 | Tray, 2000#, slide-out, full bed aluminum tray, bed liner finish, installed | 7% | All models with open rear bed area |
| EJMVO042 | Tray, 500#, slide-out tilt-down, compartment, installed | 7% | All models |
| EJMVO043 | Tool board, peg board style, slide-out, compartment, installed | 7% | All models |
| EJMVO044 | Tool board, peg board style, fixed wall mount, compartment, per each wall, installed | 7% | All models |
| EJMVO045 | Turtle tile matting for compartment floor per compartment, installed | 7% | All models |
| EJMVO046 | Turtle tile matting for shelf or tray per shelf, installed | 7% | All models |
| EJMVO047 | Heater, compartment heater from chassis coolant, installed | 7% | All models |
| EJMVO048 | Vents, compartment vents additional, per compartment, installed | 7% | All models |
| EJMVO049 | Handrail, extra per each, installed | 7% | All models |
| EJMVO050 | Guards, body bottom corners, diamond plate, per pair, installed | 7% | All models |
| EJMVO051 | Guard, front of body, full coverage, diamond plate, installed | 7% | All models |
| EJMVO052 | Skirt, body skirt on rear side of flatbed bodies, pair, painted, installed | 7% | All flatbed bodies |
| EJMVO053 | Skirt, body skirt on rear side of flatbed bodies, pair, diamond plate, installed | 7% | All flatbed bodies |
| EJMVO054 | Compartment, SCBA spare bottle storage in wheel well area, single bottle, installed | 7% | All models, as fits in designated area |
| EJMVO055 | Bracket, SCBA mount, Zico, KD-ULLH. per each, installed | 7% | All models |
| EJMVO056 | Doors, lap doors IPO roll doors, price per vehicle | 7% | All models |
| EJMVO057 | Lock, roll-up door, per door, installed | 7% | All models |
| EJMVO058 | Lock, lap door, per door, installed | 7% | All models |
| EJMVO059 | "E" Track, cargo retention, wall or floor mount, 5' section, installed | 7% | All models |
| EJMVO060 | Tire Mount, spare tire, fixed, installed | 7% | All models |
| EJMVO062 | Air Compressor, 12-volt, 3 gallon, installed | 7% | All models |
| EJMVO065 | Step, folding, with light, installed | 7% | All models |
| EJMVO066 | Step, swing down, installed | 7% | All models |
| EJMVO068 | Ladder, roof access, swing down, Zico Quik-Ladder, installed | 7% | All models |
| EJMVO070 | Light, scene, Whelen, 12-volt Pioneer Plus, PCP2 LED, per each, installed | 7% | All models |
| EJMVO071 | Light, scene, FRC, 12-volt, SpectraLED, per each, installed | 7% | All models |
| EJMVO072 | Light, scene, telescoping, 12-volt, 300 watt, FRC, installed | 7% | All models |

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| EJMVO073 | Light, scene, telescoping, 12-volt, Pioneer Plus, PCP2 LED, installed | 7% | All models | |
| EJMVO074 | Light, traffic advisor, Whelen TAL65, installed | 7% | All models | |
| EJMVO075 | Light, warning light, pair, IAT standard, Whelen 600, installed | 7% | All models | |
| EJMVO076 | Light, warning light, pair, IAT standard, Whelen 900, installed | 7% | All models | |
| EJMVO077 | Flasher, headlight flasher, installed | 7% | All models | |
| EJMVO078 | Light, scene, telescoping, 12-volt, FRC SpectraLED, installed | 7% | All models | |
| EJMVO079 | Light, engine compartment, installed | 7% | All models | |
| EJMVO080 | Reel, booster hose reel with 1.00" booster hose, installed | 7% | All models with high volume pumps | |
| EJMVO081 | Reel, additional, ultra high pressure hose reel with 150' hose and EJM nozzle, 8 GPM pumps or less, installed | 7% | All models with ultra high pressure pumps 8 GPM or < | |
| EJMVO082 | Reel, additional, ultra high pressure hose reel with 150' hose and EJM nozzle, 10 GPM pumps or greater | 7% | All models with ultra high pressure pumps 10 GPM or > | |
| EJMVO083 | Turret, Buck Stop bumper mount, TFT Tornado with remote, high volume pumps, installed | 7% | All models with high volume pumps | |
| EJMVO084 | Turret, Buck stop bumper mount, TFT Tornado with remote,in Cab ultra high pressure EJM NOZZLE, installed | 7% | All models with ultra high pressure pumps | |
| EJMVO086 | Generator, Honda 5000 watt, gas, portable, mounted | 7% | All models | |
| EJMVO087 | Generator, Honda 6500 watt, gas, portable, mounted | 7% | All models | |
| EJMVO088 | Tray, generator, 500#, floor mount, slide-out, installed | 7% | Use with Honda generators | |
| EJMVO091 | Generator, Harrison hydraulic, 6kW, installed | 7% | All models with PTO availability | |
| EJMVO092 | Inverter, 1600 watt Vanner inverter, 120-volt output, installed | 7% | All models | |
| EJMVO093 | Generator, Harrison hydraulic, 8kW, installed | 7% | All models with PTO availability | |
| EJMVO102 | Light, 120-volt, 500 watt, telescoping push-up pole, installed | 7% | All models with generators | |
| EJMVO103 | Light, 120-volt, 500 watt, telescoping tri-pod, vehicle mount, installed | 7% | All models with generators | |
| EJMVO104 | Reel, electric cord, with 200' 10/3 SO cord and plug end, installed | 7% | All models with generators | |
| EJMVO108 | Paint, 2-tone paint IPO single color, installed | 7% | All models | |
| EJMVO109 | Paint, compartment interior spatter gray, installed | 7% | All models | |
| EJMVO110 | Paint, chassis wheels job color, four wheels, installed | 7% | All models | |
| EJMVO111 | Undercoating, cab and body, Ziebart or equal, installed | 7% | All models | |
| EJMVO112 | Transit Coating, protective shipping coating, installed | 7% | All models | |
| EJMVO113 | Lettering, 3.00", reflective with shade and outline, up to 60 letters, installed | 7% | All models | |
| EJMVO114 | Lettering, 3.00", Gold Leaf with shade and outline, up to 60 letters, installed | 7% | All models | |
| EJMVO115 | Stripe, jog in Scotchlite strip, installed | 7% | All models | |
| EJMVO116 | Graphics logo, department logo, pair, installed on cab | 7% | All models | |
| EJMVO117 | Wheel Chocks, folding with brackets, installed | 7% | All models | |
| EJMVO118 | Fire extinguisher, 20# ABC, with bracket, installed | 7% | All models | |
| Model-Fire Suppression Skid Systems | | | | |
| EV8125G | 8 GPM @ 2800 PSI UHP, Gasoline Engine, 150' of .375" Hose, 125-Gallons Water, 5-Gallon Foam Jug, Diamond Plate Compartments, Long Handled Tool Storage, Rear Cargo Area Gull Wing | 7% | Origin | 12 months |

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| ES8150GWW | 8 GPM @ 2,800 PSI UHP, Gasoline Engine, 150ft. Of .375" HP Hose, Electric Rewind Hose Reel, TriPlex Locking Detent Nozzle, 150G Water Tank, 1.5" Water Tank Fill/Drain Valve, 5G Foam Jug, 3G Fuel Tank, Operation Panel with LED Light Strip, Winterization Inlet Port, LED Water Tank Level Gauge, Foam Metering Valve (0.5-6%) Two Aluminum Gull-Wing Upper Compartments, Under Pump/Tank Storage Compartments with Slide-Out Poly Trays, Whelen 56" Justice Lightbar Mounted | 7% | Origin | 12 months |
| ES10150GWW | 10 GPM @ 1,800 PSI UHP, Gasoline Engine, 150ft. Of 1/2" HP Hose, Electric Rewind Hose Reel, TriPlex Locking Detent Nozzle, 150G Water Tank, 1.5" Water Tank Fill/Drain Valve, 5G Foam Jug, 3G Fuel Tank, Operation Panel with LED Light Strip, Winterization Inlet Port, LED Water Tank Level Gauge, Foam Metering Valve (0.5-6%) Two Aluminum Gull-Wing Upper Compartments, Under Pump/Tank Storage Compartments with Slide-Out Poly Trays, Whelen 56" Justice Lightbar Mounted | 7% | Origin | 12 months |
| ES670G | EJ Metals Ultra High Pressure Fire Suppression System. 6 GPM @ 2,400 PSI. 70 gallon poly tank, 5 gallons foam. 13 HP Honda gas engine. Electric rewind hose reel with 150' high pressure hose and EJM triple operation nozzle. Dry weight 410# Drop-in skid unit. | 7% | Origin | 12 months |
| ES850G | 8 GPM @ 2,800 PSI UHP, Gasoline Engine, 150' of .375" Hose, 100-Gallons Water, 5-Gallons Foam, 3- Gallon Fuel Tank | 7% | Origin | 12 months |
| ES8200G | 8 GPM @ 2,800 PSI UHP, Gasoline Engine, 1-Hose Reel, 150' of .375" Hose, 200-Gallons Water, 5-Gallon Foam Jug, 3-Gallon Fuel Tank | 7% | Origin | 12 months |
| ES1000G | 10 GPM @ 1,800 PSI, Gasoline Engine, 5-Gallons Foam, 150' of .50" Hose, 3-Gallon Fuel Tank, Customer Provided Water Tank | 7% | Origin | 12 months |
| ES2000H | 20 GPM @1,500 PSI UHP, Hydraulically Driven, 2-Hose Reels, 150' of .50" hose each, 74" long x 28" wide x 31.50" tall, 705 lbs. Dry, Customer Provided Water and Foam Tanks | 7% | Origin | 12 months |
| ES10120300G | Dual Pump System, 10 GPM @ 1,800 PSI / 120 GPM @ 145 PSI UHP, Gasoline Engine, UHP/HV Foam Systems, 3-Gallon Fuel Tank, 1.5" HV Discharge, 1.5" Pre- Connect, 2.5" Auxiliary Suction, 300-Gallons Water / 30-Gallons Foam | 7% | Origin | 12 months |
| ES10120300D | EJ Metals Dual Pump Fire Suppression System. 10 GPM @ 1,800 PSI ultra high pressure and 120 GPM @ 140 PSI high volume pump. 300 gallon poly tank, 30 gallons foam. 28 HP diesel engine. Electric rewind hose reel with 150' high pressure hose and EJM triple operation nozzle. Dry weight 1,220#. | 7% | Origin | 12 months |
| ES20300G | Gas Engine Driven System, 20 GPM @ 1,500 PSI UHP, 150ft .50" UHP hose, Electric Rewind Reel, Winterization Port, 1.50" Tank/Fill Drain, 300-Gallons Water / 20- Gallons Foam Tank | 7% | Origin | 12 months |
| ES20300D | Diesel Engine Driven System, 20 GPM @ 1,500 PSI UHP, 150ft .50" UHP hose, Electric Rewind Reel, Winterization Port, 1.50" Tank/Fill Drain, 300-Gallons Water / 20-Gallons Foam Tank | 7% | Origin | 12 months |
| ESC10G | Gas Engine Driven System, 10 GPM @ 1,800 PSI UHP, 150ft .50" UHP hose, Electric Rewind Reel, Winterization Port, Customer Provided Water and Foam Tanks Compact unit | 7% | Origin | 12 months |
| UHP PUMP SYSTEM OPTIONS | | | | |
| EJMPO119 | 6 GPM @ 2400PSI Gas Engine Driven System | 7% | Origin | 12 months |
| EJMPO121 | 8 GPM @ 2,800 PSI Gas Engine Driven System | 7% | Origin | 12 months |
| EJMPO123 | 10 GPM @ 1,800 PSI Gas Engine Driven System | 7% | Origin | 12 months |
| EJMPO127 | 20 GPM @ 1,500 PSI Gas Engine Driven System | 7% | Origin | 12 months |
| EJMPO128 | 20 GPM @ 1,500 PSI Diesel Engine Driven System | 7% | Origin | 12 months |
| EJMPO129 | 70 Gallon NFPA Compliant | 7% | Origin | 12 months |
| EJMPO130 | 70 Gallon Roto-Molded | 7% | Origin | 12 months |
| EJMPO131 | 100 Gallon NFPA Compliant | 7% | Origin | 12 months |

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| EJMPO132 | 100 Gallon Roto-Molded | 7% | Origin | 12 months |
| EJMPO133 | 125 Gallon NFPA Compliant | 7% | Origin | 12 months |
| EJMPO134 | 125 Gallon Roto-Molded | 7% | Origin | 12 months |
| EJMPO135 | 150 Gallon NFPA Compliant | 7% | Origin | 12 months |
| EJMPO136 | 150 Gallon Roto-Molded | 7% | Origin | 12 months |
| EJMPO137 | 200 Gallon NFPA Compliant | 7% | Origin | 12 months |
| EJMPO138 | 250 Gallon NFPA Compliant | 7% | Origin | 12 months |
| EJMPO139 | 300 Gallon NFPA Compliant | 7% | Origin | 12 months |
| EJMPO140 | 5 Gallon Foam Jug | 7% | Origin | 12 months |
| EJMPO141 | 8 Gallon Integral Foam Cell | 7% | Origin | 12 months |
| EJMPO142 | 10 Gallon Integral Foam Cell | 7% | Origin | 12 months |
| EJMPO143 | 15 Gallon Integral Foam Cell | 7% | Origin | 12 months |
| EJMPO144 | 20 Gallon Integral Foam Cell | 7% | Origin | 12 months |
| EJMPO145 | 100ft of .38" hose, manual rewind | 7% | Origin | 12 months |
| EJMPO146 | 150ft of .38" hose, manual rewind | 7% | Origin | 12 months |
| EJMPO147 | 150ft of .38" hose, electric rewind | 7% | Origin | 12 months |
| EJMPO148 | 200ft of .38" hose, electric rewind | 7% | Origin | 12 months |
| EJMPO149 | 150ft of .50" hose, electric rewind | 7% | Origin | 12 months |
| EJMPO150 | 200ft of .50" hose, electric rewind | 7% | Origin | 12 months |
| EJMPO151 | (2) 150ft of .50" hose, electric rewind | 7% | Origin | 12 months |
| EJMPO152 | (2) 200ft of .50" hose, electric rewind | 7% | Origin | 12 months |
| EJMPO153 | Water Level Gauge | 7% | Origin | 12 months |
| EJMPO154 | Foam Level Gauge | 7% | Origin | 12 months |
| EJMPO155 | Winterization Port | 7% | Origin | 12 months |
| EJMPO156 | Water Tank 1.50" Fill/Drain Valve | 7% | Origin | 12 months |
| EJMPO157 | Foam Refill System, 12V Honda Trash Pump | 7% | Origin | 12 months |
| EJMPO158 | Pump Panel Light | 7% | Origin | 12 months |
| EJMPO161GW | Tecniq PO6 1900 Lumen flood light for WORK/SCENE LIGHT capabilities | 7% | Origin | 12 months |
| EJMPO162GW | Whelen Pioneer PCH1 75 watt LED push up light | 7% | Origin | 12 months |
| EJMPO163 | Decon Circuit with Decon Agent, Colored Labels | 7% | Origin | 12 months |

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 in a [list, link found at <http://>], 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 VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

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

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

ATTACHMENT E

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

Purchaser's Request for Proposal

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

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

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.