Fifth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Amend and Replace Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 22nd day of January 2025 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HAIX NORTH AMERICA ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20280 on or about August 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about August 20, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 18, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about September 12, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about May 15, 2024 and by this reference incorporated herein; and

WHEREAS, Vendor desires to replace Attachment A in its entirety as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 20, 2025, that the price list in Attachment A is outdated and to amend Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect Attachment A amended and restated in its entirety.

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

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Replace In Its Entirety**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following price list:

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

LAW ENFORCEMENT BOOTS RETAIL PRICELIST

	Model			18%
Model	Number	US sizes	List Price	Discount
SCOUT 2.0 BROWN	206319	5 - 14	\$334.00	\$273.88
ENFORCE X MID	206276	4.5 - 15	\$304.00	\$249.28
ENFORCE X HIGH	206275	4.5 - 15	\$324.00	\$265.68
ENFORCE X HIGH WINTER	206277	4.5 - 15	\$334.00	\$273.88
TROOPER GTX SIDE ZIP*	206287	4 - 16	\$329.00	\$269.78
ATHLETIC 2.1 T LOW BLACK	330016	4-13, 14, 15, 16	\$184.00	\$150.88
ATHLETIC 2.1 T MID/BLACK/SIDE ZIP	330113	4-13, 14, 15, 16	\$224.00	\$183.68
ATHLETIC 2.1 V GTX MID COYOTE*	330137	4-13, 14, 15, 16	\$244.00	\$200.08
ATHLETIC 2.0 T HIGH BLACK SIDE ZIP	330004	4-13, 14, 15, 16	\$234.00	\$191.88
TACTICAL 2.1 LOW/BLACK/GTX	340001	4-13, 14, 15, 16	\$224.00	\$183.68
TACTICAL 2.0 MID/BLACK/GTX/SIDE ZIP	340043	4-13, 14, 15, 16	\$244.00	\$200.08
TACTICAL 2.0 HIGH/BLACK/GTX	340003	4-13, 14, 15, 16	\$244.00	\$200.08
TACTICAL 2.0 HIGH/BLACK/GTX/SIDE ZIP	340021	4-13, 14, 15, 16	\$254.00	\$208.28

products with an * are new

FORESTRY/WORKWEAR BOOTS RETAIL PRICELIST

	Model			18%
Model	Number	US sizes	List Price	Discount
AIRPOWER XR23	607903	4.5 - 15	\$304.00	\$249.28
AIRPOWER XR26	607209	4.5 - 15	\$279.00	\$228.78
AIRPOWER XR200	604103	4.5 - 14.5	\$405.00	\$332.10
AIRPOWER XR200 WOMEN'S	604104	5 - 12	\$405.00	\$332.10
PROTECTOR PRIME - ORANGE	603102	4.5 -14.5	\$474.00	\$388.68
PROTECTOR PRIME WOMEN'S - ORANGE	603103	5 - 12	\$474.00	\$388.68
PROTECTOR ULTRA - LIME GREEN	603110	4 - 14	\$494.00	\$405.08
PROTECTOR ULTRA - SIGNAL RED	603111	6 - 14	\$494.00	\$405.08
BLACK EAGLE SAFETY 42.1 LOW	610013	4-16	\$259.00	\$212.38

FIRE and EMS BOOTS PRICELIST

Model	Model Number			20% Discount
FIRE HUNTER PRO	507528	5 - 16	\$479.00	\$375.20
FIRE HUNTER PRO WOMEN'S	507529	5 - 12	\$479.00	\$375.20
FIRE HERO XTREME	507101	5 - 16	\$614.00	\$491.20
FIRE HERO XTREME WOMEN'S	507102	5 - 12	\$614.00	\$491.20
FIRE HUNTER XTREME	501605	5 - 16	\$579.00	\$463.20
FIRE HUNTER XTREME WOMEN'S	501606	5 - 12	\$579.00	\$463.20
FIRE EAGLE AIR	507502	5 - 16	\$599.00	\$479.20
FIRE EAGLE AIR WOMEN'S	507503	5 - 12	\$599.00	\$479.20
FIRE EAGLE AIR GRIP XTREME	507534	5 - 16	\$614.00	\$491.20
FIRE EAGLE AIR GRIP XTREME WOMEN'S	507535	5 - 12	\$614.00	\$491.20
FIRE EAGLE XTREME*	507530	5 - 16	\$659.00	\$527.20
FIRE EAGLE XTREME WOMEN'S*	507531	5 - 12	\$659.00	\$527.20
MISSOULA 2.1	111011	4 - 13	\$439.00	\$351.20
MISSOULA 2.1 WOMEN'S	111012	5 - 10	\$439.00	\$351.20
AIRPOWER R2 (NFPA 1999)	605109	4-15	\$394.00	\$315.20
AIRPOWER R2 WOMEN'S	605110	5-10	\$394.00	\$315.20
AIRPOWER XR1 PRO (NFPA 1999, 1977 and 1951)	605128	4.5-15	\$444.00	\$355.20
AIRPOWER XR1 PRO WOMEN'S	605129	5-10	\$444.00	\$355.20
AIRPOWER XR1 PRO GRIP XTREME	605132	4.5 - 16	\$464.00	\$355.20
AIRPOWER XR1 PRO GRIP XTREME WOMENS	605133	5 - 10	\$464.00	\$355.20
AIRPOWER XR2 (NFPA 1999)	605118	4.5-15	\$424.00	\$339.20
AIRPOWER XR2 WOMEN'S	605119	5-10	\$424.00	\$339.20
AIRPOWER XR2 WINTER (NFPA 1999)	605122	4.5-15	\$424.00	\$339.20
AIRPOWER XR2 WINTER WOMEN'S	605123	5-10	\$424.00	\$339.20
BLACK EAGLE SAFETY 55 MID SIDE ZIP (NFPA 1999)	620012	4-16	\$379.00	\$303.20
BLACK EAGLE SAFETY 55 MID SIDE ZIP WOMEN'S	620013	5-12	\$379.00	\$303.20
BLACK EAGLE SAFETY 42.1 LOW	610013	4-16	\$259.00	\$207.20

products with an * are new

LEAGUE OF OREGON CITIES

ITS: Marketing Manager

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 4, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

BY: Sandy Longarzo

Date January 27, 2025 | 7:44 AM PST

Date January 24, 2025 | 4:47 AM PST

Date January 24, 2025 | 4:47 AM PST

Fourth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Amend and Replace Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 6th day of May 2024 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HAIX NORTH AMERICA ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20280 on or about August 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about August 20, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 18, 2023 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about September 12, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to replace Attachment A in its entirety as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about April 29, 2024, that the price list in Attachment A is outdated and to amend Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect Attachment A amended and restated in its entirety.

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

LAW ENFORCEMENT BOOTS RETAIL PRICELIST- NPP

	Model			18%
Model	Number	US sizes	List Price	Discount
SCOUT 2.0 BROWN	206319	5 - 14	\$329.00	\$269.78
ENFORCE X MID	206276	4.5 - 15	\$289.00	\$236.98
ENFORCE X HIGH	206275	4.5 - 15	\$319.00	\$261.58
ENFORCE X HIGH WINTER	206277	4.5 - 15	\$329.00	\$269.78
ATHLETIC 2.1 T LOW BLACK	330016	4-13, 14, 15, 16	\$179.00	\$146.78
ATHLETIC 2.1 T MID/BLACK/SIDE ZIP	330113	4-13, 14, 15, 16	\$219.00	\$179.58
ATHLETIC 2.0 T HIGH BLACK SIDE ZIP	330004	4-13, 14, 15, 16	\$229.00	\$187.78
ATHLETIC 2.0 VT HIGH DESERT SIDE ZIP	330005	4-13, 14, 15, 16	\$204.00	\$167.28
TACTICAL 2.1 LOW/BLACK/GTX	340001	4-13, 14, 15, 16	\$219.00	\$179.58
TACTICAL 2.0 MID/BLACK/GTX/SIDE ZIP	340043	4-13, 14, 15, 16	\$239.00	\$195.98
TACTICAL 2.0 HIGH/BLACK/GTX	340003	4-13, 14, 15, 16	\$239.00	\$195.98
TACTICAL 2.0 HIGH/BLACK/GTX/SIDE ZIP	340021	4-13, 14, 15, 16	\$249.00	\$204.18

FORESTRY/WORKWEAR BOOTS RETAIL PRICELIST- NPP

	Model			18%
Model	Number	US sizes	List Price	Discount
AIRPOWER XR23	607903	4.5 - 15	\$299.00	\$245.18
AIRPOWER XR26	607209	4.5 - 15	\$299.00	\$245.18
AIRPOWER XR200	604103	4.5 - 14.5	\$399.00	\$327.18
AIRPOWER XR200 WOMEN'S	604104	5 - 12	\$399.00	\$327.18
PROTECTOR PRIME - ORANGE	603102	4.5 -14.5	\$464.00	\$380.48
PROTECTOR PRIME WOMEN'S - ORANGE	603103	5 - 12	\$464.00	\$380.48
PROTECTOR ULTRA - LIME GREEN	603110	4 - 14	\$484.00	\$396.88
PROTECTOR ULTRA - SIGNAL RED	603111	6 - 14	\$484.00	\$396.88
BLACK EAGLE SAFETY 42.1 LOW	610013	4-16	\$254.00	\$208.28

FIRE and EMS BOOTS RETAIL PRICELIST- NPP

Model	Model Number	US sizes	Retail Price	20% Discount
FIRE HUNTER USA	502004	5 - 16	\$424.00	\$339.20
FIRE HUNTER USA WOMEN'S	502005	5 - 12	\$424.00	\$339.20
FIRE HERO XTREME	507101	5 - 16	\$569.00	\$455.20
FIRE HERO XTREME WOMEN'S	507102	5 - 12	\$569.00	\$455.20
FIRE HUNTER PRO*	507528	5 - 16	\$469.00	\$375.20
FIRE HUNTER PRO WOMEN'S*	507529	5 - 12	\$469.00	\$375.20
FIRE HUNTER XTREME	501605	5 - 16	\$534.00	\$427.20
FIRE HUNTER XTREME WOMEN'S	501606	5 - 12	\$534.00	\$427.20
FIRE EAGLE AIR	507502	5 - 16	\$559.00	\$447.20
FIRE EAGLE AIR WOMEN'S	507503	5 - 12	\$559.00	\$447.20
FIRE EAGLE AIR GRIP XTREME*	507534	5 - 16	\$599.00	\$479.20
FIRE EAGLE AIR GRIP XTREME WOMEN'S*	507535	5 - 12	\$599.00	\$479.20
MISSOULA 2.1	111011	4 - 13	\$424.00	\$339.20
MISSOULA 2.1 WOMEN'S	111012	5 - 10	\$424.00	\$339.20
AIRPOWER R2 (NFPA 1999)	605109	4 - 15	\$384.00	\$307.20
AIRPOWER R2 WOMEN'S	605110	5 – 10	\$384.00	\$307.20
AIRPOWER XR1 PRO (NFPA 1999, 1977 and 1951)	605128	4.5 - 15	\$414.00	\$331.20
AIRPOWER XR1 PRO WOMEN'S	605129	5 - 10	\$414.00	\$331.20
AIRPOWER XR1 PRO GRIP XTREME*	605132	4.5 - 16	\$444.00	\$355.20
AIRPOWER XR1 PRO GRIP XTREME WOMENS*	605133	5 - 10	\$444.00	\$355.20
AIRPOWER XR2 (NFPA 1999)	605118	4.5 - 15	\$414.00	\$331.20
AIRPOWER XR2 WOMEN'S	605119	5 - 10	\$414.00	\$331.20
AIRPOWER XR2 WINTER (NFPA 1999)	605122	4.5 - 15	\$414.00	\$331.20
AIRPOWER XR2 WINTER WOMEN'S	605123	5 - 10	\$414.00	\$331.20
BLACK EAGLE SAFETY 55 MID SIDE ZIP (NFPA 1999)	620012	4 - 16	\$369.00	\$295.20

BLACK EAGLE SAFETY 55 MID SIDE ZIP WOMEN'S	620013	5 - 12	\$369.00	\$295.20
BLACK EAGLE SAFETY 42.1 LOW	610013	4 - 16	\$254.00	\$203.20

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 4, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

LEAGUE OF OREGON CITIES

Date May 15, 2024 | 10:08 AM PDT

BY: Patricia M. Mulvihill

ITS: Executive Director

HAIX NORTH AMERICA

Docusigned by:

Lindsay Rose

ITS: Contract Manager

Date May 15, 2024 | 10:08 AM PDT

May 15, 2024 | 7:43 AM PDT

Third Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Line Additions

This Amendment to the Master Price Agreement is entered into this 5th day of September 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HAIX NORTH AMERICA ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20280 on or about August 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about August 20, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about July 18, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add two products to the price list in Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about September 1, 2023, to add the Fire Eagle product lines to Attachment A in the Master Price Agreement; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Product Line Addition**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following product additions:

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

Model	Model Number	US sizes	List Price	20% Discount
FIRE EAGLE XTREME	507530	5 - 16	\$599.00	\$479.20
FIRE EAGLE XTREME WOMEN'S	507531	5 - 12	\$599.00	\$479.20

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 4, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

LEAGUE OF OREGON CITIES

	DocuSigned by:								
	Patricia M. Mulvilill	Date	September	12,	2023	I	1:28	PM	PDT
BY:	OBD4F25C35F54D0 Patricia M. Mulvihill								
ITS:	Executive Director								
HAIX	NORTH AMERICA								
	DocuSigned by:								
	Lindsay Rose	Date _	September	6,	2023	:	1:05	PM I	PDT
BY:	Lindsay Rose								
ITS:	Contract Manager								

Second Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Replace Addendum A in its Entirety

This Amendment to the Master Price Agreement is entered into this 13th day of July 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HAIX NORTH AMERICA ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20280 on or about August 4, 2020, and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about August 20, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to replace Attachment A in its entirety as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about July 5, 2023, that the price list on Attachment A is outdated and to amend Attachment A in its entirety; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect Attachment A amended and restated in its entirety.

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

LAW ENFORCEMENT BOOTS RETAIL PRICELIST

Model	Model Number	US sizes	List Price	18% Discount
SCOUT 2.0 BROWN	206319	5 - 14	\$319.00	\$261.58
COMBAT HERO	206272	4-13, 14, 15, 16	\$254.00	\$208.28
ENFORCE X MID	206276	4.5 - 15	\$289.00	\$236.98
AIRPOWER P7 HIGH	206215	4.5 -15	\$279.00	\$228.78
AIRPOWER P7 HIGH WINTER	206218	4.5 -15	\$299.00	\$245.18
ATHLETIC 2.1 T LOW BLACK	330016	4-13, 14, 15, 16	\$169.00	\$138.58
ATHLETIC 2.1 T MID/BLACK/SIDE ZIP	330113	4-13, 14, 15, 16	\$209.00	\$171.38
ATHLETIC 2.0 T HIGH BLACK SIDE ZIP	330004	4-13, 14, 15, 16	\$219.00	\$179.58
ATHLETIC 2.0 VT HIGH DESERT SIDE ZIP	330005	4-13, 14, 15, 16	\$194.00	\$159.08
TACTICAL 2.1 LOW/BLACK/GTX	340001	4-13, 14, 15, 16	\$209.00	\$171.38
TACTICAL 2.0 MID/BLACK/GTX/SIDE ZIP	340043	4-13, 14, 15, 16	\$229.00	\$187.78
TACTICAL 2.0 HIGH/BLACK/GTX	340003	4-13, 14, 15, 16	\$229.00	\$187.78
TACTICAL 2.0 HIGH/BLACK/GTX/SIDE ZIP	340021	4-13, 14, 15, 16	\$239.00	\$195.98
TACTICAL 2.0 FL HIGH/BLACK/CTX	340035	4-13, 14, 15, 16	\$249.00	\$204.18

FORESTRY/WORKWEAR BOOTS RETAIL PRICELIST

Model	Model Number	US sizes	List Price	18% Discount
AIRPOWER XR23	607903	4.5 - 15	\$284.00	\$232.88
AIRPOWER XR26	607209	4.5 - 15	\$264.00	\$216.48
AIRPOWER XR200	604103	4.5 - 14.5	\$384.00	\$314.88
AIRPOWER XR200 WOMEN'S	604104	5 - 12	\$384.00	\$314.88
PROTECTOR PRIME - ORANGE	603102	4.5 -14.5	\$439.00	\$359.98
PROTECTOR PRIME WOMEN'S - ORANGE	603103	5 - 12	\$439.00	\$359.98
PROTECTOR ULTRA - LIME GREEN	603110	4 - 14	\$459.00	\$376.38
PROTECTOR ULTRA - SIGNAL RED	603111	6 - 14	\$459.00	\$376.38
BLACK EAGLE SAFETY 42.1 LOW	610013	4-16	\$244.00	\$200.08

FIRE and EMS BOOTS RETAIL PRICELIST

Model	Model Number	US sizes	List Price	20% Discount
FIRE HUNTER USA	502004	5 - 16	\$424.00	\$339.20
FIRE HUNTER USA WOMEN'S	502005	5 - 12	\$424.00	\$339.20
FIRE HERO XTREME	507101	5 - 16	\$569.00	\$455.20
FIRE HERO XTREME WOMEN'S	507102	5 - 12	\$569.00	\$455.20
FIRE HUNTER XTREME	501605	5 - 16	\$534.00	\$427.20
FIRE HUNTER XTREME WOMEN'S	501606	5 - 12	\$534.00	\$427.20
FIRE EAGLE AIR	507502	5 - 16	\$559.00	\$447.20
FIRE EAGLE AIR WOMEN'S	507503	5 - 12	\$559.00	\$447.20
FIRE FLASH XTREME	506005	5 - 16	\$584.00	\$467.20
FIRE FLASH XTREME WOMEN'S	506006	5 - 12	\$584.00	\$467.20
MISSOULA 2.1	111011	4 - 13	\$399.00	\$319.20
MISSOULA 2.1 WOMEN'S	111012	5 - 10	\$399.00	\$319.20
AIRPOWER R2 (NFPA 1999)	605109	4-15	\$374.00	\$299.20
AIRPOWER R2 WOMEN'S	605110	5-10	\$374.00	\$299.20
AIRPOWER XR1 PRO (NFPA 1999, 1977 and 1951)	605128	4-15	\$414.00	\$331.20
AIRPOWER XR1 PRO WOMEN'S	605129	5-10	\$414.00	\$331.20
AIRPOWER XR2 (NFPA 1999)	605118	4-15	\$394.00	\$315.20
AIRPOWER XR2 WOMEN'S	605119	5-10	\$394.00	\$315.20
AIRPOWER XR2 WINTER (NFPA 1999)	605122	4-15	\$394.00	\$315.20
AIRPOWER XR2 WINTER WOMEN'S	605123	5-10	\$394.00	\$315.20
BLACK EAGLE SAFETY 55 MID SIDE ZIP (NFPA 1999)	620012	4-16	\$354.00	\$283.20
BLACK EAGLE SAFETY 55 MID SIDE ZIP WOMEN'S	620013	5-12	\$354.00	\$283.20
BLACK EAGLE SAFETY 42.1 LOW	610013	4-16	\$244.00	\$195.20

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 4, 2020, shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

DocuSigned by:

Patricia M. Mulvilull

BY:

Patricia M. Mulvihill

ITS: Executive Director

HAIX NORTH AMERICA

DocuSigned by:

Lindsay Rose

Date

Date

July 13, 2023 | 4:59 PM PDT

July 13, 2023 | 4:59 PM PDT

Date

July 13, 2023 | 8:40 AM PDT

BY: Lindsay Rose ITS: Contract Manager

LEAGUE OF OREGON CITIES

First Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Pricing Update and Product Line Addition

This Amendment to the Master Price Agreement is entered into this 19th day of August, 2021 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and HAIX NORTH AMERICA ("Vendor") based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20280 on or about August 4, 2020 and by this reference incorporated herein; and

WHEREAS, due to material cost increases Vendor desires to update the pricing for all products listed in the Fire and EMS Boots Pricelist as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to add the TACTICAL 2.0 FL HIGH/BLACK/CTX boots to the Law Enforcement Boots Pricelist as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about August 19, 2021, to update the pricing for the Fire and EMS boots pricelist and add the TACTICAL 2.0 FL HIGH/BLACK/CTX boots in the Master Price Agreement; and

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

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

ATTACHMENT A

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

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE and EMS BOOTS PRICELIST

Model	Model Number	US Size	Retail Price	20% Discount
FIRE HUNTER USA	502004	5 - 16	\$399.00	\$319.20
FIRE HUNTER USA WOMEN'S	502005	5 - 12	\$399.00	\$319.20
FIRE HERO XTREME	507101	5 - 16	\$519.00	\$415.20
FIRE HERO XTREME WOMEN'S	507102	5 - 12	\$519.00	\$415.20
FIRE HUNTER XTREME	501605	5 - 16	\$499.00	\$399.20
FIRE HUNTER XTREME WOMEN'S	501606	5 - 12	\$499.00	\$399.20
FIRE EAGLE AIR	507502	5 - 16	\$509.00	\$407.20
FIRE EAGLE AIR WOMEN'S	507503	5 - 12	\$509.00	\$407.20
FIRE FLASH XTREME	506005	5 - 16	\$539.00	\$431.20
FIRE FLASH XTREME WOMEN'S	506006	5 - 12	\$539.00	\$431.20
MISSOULA	111005	5 - 13	\$344.00	\$275.20
MISSOULA 2.1	111011	4 - 13	\$364.00	\$291.20
MISSOULA 2.1 WOMEN'S	111012	5 - 10	\$364.00	\$291.20
AIRPOWER R2 (NFPA 1999)	605109	4-15	\$344.00	\$275.20
AIRPOWER R2 WOMEN'S	605110	5-10	\$344.00	\$275.20
AIRPOWER XR1 (NFPA 1999, 1977)	605113	4-15	\$379.00	\$303.20
AIRPOWER XR1 WOMEN'S	605114	5-10	\$379.00	\$303.20
AIRPOWER XR2 (NFPA 1999)	605118	4-15	\$359.00	\$287.20
AIRPOWER XR2 WOMEN'S	605119	5-10	\$359.00	\$287.20
AIRPOWER XR2 WINTER (NFPA 1999)	605122	4-15	\$359.00	\$287.20
AIRPOWER XR2 WINTER WOMEN'S	605123	5-10	\$359.00	\$287.20
BLACK EAGLE SAFETY 55 MID SIDE ZIP (NFPA 1999)	620012	4-16	\$324.00	\$259.20
BLACK EAGLE SAFETY 55 MID SIDE ZIP WOMEN'S	620013	5-12	\$324.00	\$259.20
BLACK EAGLE SAFETY 52 LOW	620002	4-15	\$234.00	\$187.20
BLACK EAGLE SAFETY 52 LOW WOMEN'S	620003	5-12	\$234.00	\$187.20
BLACK EAGLE SAFETY 52 MID	620006	4-15	\$254.00	\$203.20
BLACK EAGLE SAFETY 52 MID WOMEN'S	620007	5-12	\$254.00	\$203.20

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

ATTACHMENT A

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

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

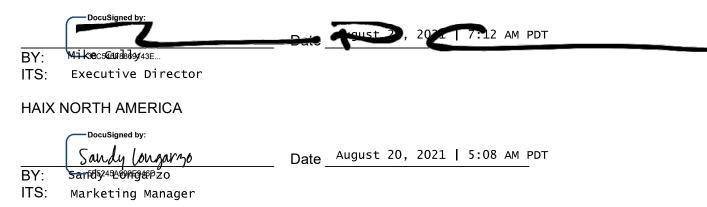
LAW ENFORCEMENT BOOTS

Model	Model Number	US Size	Retail Price	20% Discount
TACTICAL 2.0 FL HIGH/BLACK/CTX	340035	4-13, 14, 15, 16	\$229.00	\$187.78

3. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about August 4, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

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

LEAGUE OF OREGON CITIES



Certificate Of Completion

Envelope Id: 03116661D9D44696AE2CD2B53EAA0658

Subject: Please DocuSign: Amendment 1 HAIX 2010 EXECUTED.pdf

Source Envelope:

Document Pages: 3 Signatures: 2 Certificate Pages: 5 Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Status: Completed

Envelope Originator: Marshall Stiles

1100 Olive Way Suite 1020

Seattle, WA 98101

marshall.stiles@mynpp.com IP Address: 73.254.237.236

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Status: Original

8/19/2021 4:46:33 PM

Holder: Marshall Stiles

marshall.stiles@mynpp.com

Location: DocuSign

Signer Events

Sandy Longarzo s.longarzo@haix.com

Marketing Manager

Security Level: Email, Account Authentication

(None)

Signature

Sandy Longarzo

Signature Adoption: Pre-selected Style Using IP Address: 216.7.132.90

Timestamp

Sent: 8/19/2021 4:49:18 PM Viewed: 8/20/2021 5:07:45 AM Signed: 8/20/2021 5:08:51 AM

Electronic Record and Signature Disclosure:

Accepted: 8/20/2021 5:07:45 AM

ID: 311e295a-93ff-4ee1-be5f-cb55a8089f86

Mike Cully

mcully@orcities.org **Executive Director**

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Accepted: 8/20/2021 7:12:47 AM

ID: adb8cfd9-a7a9-4f74-b469-fed7bc1721cb

Signature Adoption: Uploaded Signature Image

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Signed using mobile

Sent: 8/20/2021 5:08:52 AM Viewed: 8/20/2021 7:12:47 AM Signed: 8/20/2021 7:12:57 AM

In Person Signer Events Signature **Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Status Carbon Copy Events Timestamp** Sent: 8/20/2021 7:12:58 AM

Kris Bordnick

chris.bordnick@mynpp.com **Business Development**

NPPGov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	8/19/2021 4:49:18 PM	
Certified Delivered	Security Checked	8/20/2021 7:12:47 AM	
Signing Complete	Security Checked	8/20/2021 7:12:57 AM	
Completed	Security Checked	8/20/2021 7:12:59 AM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

Electronic Record and Signature Disclosure created on: 12/29/2020 5:54:29 AM Parties agreed to: Sandy Longarzo, Mike Cully

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent
 to receive exclusively through electronic means all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to you by National Purchasing Partners during the course of your relationship
 with National Purchasing Partners.

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 HAIX NORTH AMERICA ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain LAW ENFORCEMENT EQUIPMENT, 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 LAW ENFORCEMENT EQUIPMENT 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. 2010 for LAW ENFORCEMENT EQUIPMENT; 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. 2010 (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 offer only footwear 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:

HAIX NORTH AMERICA, INC. 2320 Fortune Dr Suite 120 Lexington KY 40509 ATTN: Andrea Bailey

Email: a.bailey@haix.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.

<u>ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT</u>

- 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: Signature: Sign
Printed Name: Mike Cully
Title: Executive Director
LEAGUE OF OREGON CITIES
Dated: 8/4/2020
VENDOR:
DocuSigned by:
Signature:
Printed Name: Andrea Bailey
Title: Contract Management Specialist
HAIX NORTH AMERICA
Dated: 8/4/2020

ATTACHMENT A

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

PRODUCTS. SERVICES. SPECIFICATIONS AND PRICES

LAW ENFORCEMENT BOOTS RETAIL PRICELIST

Model	Model Number	US sizes	List Price	18% Discount
SCOUT BROWN	206302	5 - 14	\$284.00	\$232.88
COMBAT HERO	206272	4-13, 14, 15, 16	\$239.00	\$195.98
AIRPOWER P7 MID	206214	4.5 - 15	\$259.00	\$212.38
AIRPOWER P7 HIGH	206215	4.5 -15	\$279.00	\$228.78
AIRPOWER P7 HIGH WINTER	206218	4.5 -15	\$299.00	\$245.18
ATHLETIC 2.1 T LOW BLACK	330016	4-13, 14, 15, 16	\$154.00	\$126.28
ATHLETIC 2.0 T HIGH BLACK SIDE ZIP	330004	4-13, 14, 15, 16	\$199.00	\$163.18
ATHLETIC 2.0 VT HIGH DESERT SIDE ZIP	330005	4-13, 14, 15, 16	\$179.00	\$146.78
TACTICAL 2.0 LOW/BLACK/GTX	340001	4-13, 14, 15, 16	\$189.00	\$154.98
TACTICAL 2.0 MID/BLACK/GTX	340002	4-13, 14, 15, 16	\$199.00	\$163.18
TACTICAL 2.0 HIGH/BLACK/GTX	340003	4-13, 14, 15, 16	\$209.00	\$171.38
TACTICAL 2.0 HIGH/BLACK/GTX/SIDE ZIP	340021	4-13, 14, 15, 16	\$219.00	\$179.58

FIRE and EMS BOOTS PRICELIST

Model	Model Number	US sizes	Retail Price	20% Discount
FIRE HUNTER USA	502004	5 - 16	\$389.00	\$311.20
FIRE HUNTER USA WOMEN'S	502005	5 - 12	\$389.00	\$311.20
FIRE HERO XTREME	507101	5 - 16	\$509.00	\$407.20
FIRE HERO XTREME WOMEN'S	507102	5 - 12	\$509.00	\$407.20
FIRE HUNTER XTREME	501605	5 - 16	\$489.00	\$391.20
FIRE HUNTER XTREME WOMEN'S	501606	5 - 12	\$489.00	\$391.20
FIRE EAGLE AIR	507502	5 - 16	\$499.00	\$399.20
FIRE EAGLE AIR WOMEN'S	507503	5 - 12	\$499.00	\$399.20
FIRE FLASH XTREME	506005	5 - 16	\$529.00	\$423.20
FIRE FLASH XTREME WOMEN'S	506006	5 - 12	\$529.00	\$423.20
MISSOULA	111005	5 - 13	\$334.00	\$267.20
MISSOULA 2.1	111011	4 - 13	\$354.00	\$283.20
MISSOULA 2.1 WOMEN'S	111012	5 - 10	\$354.00	\$283.20
AIRPOWER R2 (NFPA 1999)	605109	4-15	\$334.00	\$267.20
AIRPOWER R2 WOMEN'S	605110	5-10	\$334.00	\$267.20
AIRPOWER XR1 (NFPA 1999, 1977)	605113	4-15	\$369.00	\$295.20
AIRPOWER XR1 WOMEN'S	605114	5-10	\$369.00	\$295.20
AIRPOWER XR2 (NFPA 1999)	605118	4-15	\$349.00	\$279.20
AIRPOWER XR2 WOMEN'S	605119	5-10	\$349.00	\$279.20
AIRPOWER XR2 WINTER (NFPA 1999)	605122	4-15	\$349.00	\$279.20

AIRPOWER XR2 WINTER WOMEN'S	605123	5-10	\$349.00	\$279.20
BLACK EAGLE SAFETY 55 MID SIDE ZIP (NFPA 1999)	620012	4-16	\$314.00	\$251.20
DI AON FAOI E CAFETY EE MID CIDE ZID				
BLACK EAGLE SAFETY 55 MID SIDE ZIP WOMEN'S	620013	5-12	\$314.00	\$251.20
BLACK EAGLE SAFETY 52 LOW	620002	4-15	\$229.00	\$183.20
BLACK EAGLE SAFETY 52 LOW WOMEN'S	620003	5-12	\$229.00	\$183.20
BLACK EAGLE SAFETY 52 MID	620006	4-15	\$249.00	\$199.20
BLACK EAGLE SAFETY 52 MID WOMEN'S	620007	5-12	\$249.00	\$199.20

Effective July 1, 2020

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 Attachment G herein, 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 <u>VENDOR</u> and <u>PURCHASER</u>.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

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

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

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

Vendor's Proposal (The Vendor's Proposal is not attached hereto.) (The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

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

Purchaser's Request for Proposal (The Purchaser's Request for Proposal is not attached hereto.) (The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

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

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

ATTACHMENT G

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

VENDOR'S DEALER AND/OR DISTRIBUTORS NETWORK

LAW ENFORCEMENT BOOTS DEALER LIST

Company	Address	City	State	Zip	Phone	Fax
Galls	5767 Carmichael Rd	Montgomery	AL	36117	334-244-1133	
Galls	320 Beacon Parkway West	Birmingham	AL	35209	205.942.9223	
Galls	3119-4 Ross Clark Circle	Dothan	AL	36303	334.793.0054	
Galls	1201 John Barrow Road	Little Rock	AR	72205	501-223-2778	
Galls	1809 E Parker Rd, Suite D	Jonesboro	AR	72404	870.275.7741	
Galls	1048 S 48th St Suite C	Springdale	AR	72764	479-756-8182	
Ace Uniforms & Accessories	1506 East McDowell Rd	Phoenix	AZ	85006	602-258-7029	
Skaggs Uniforms	2602 W Baseline Rd. #12	Mesa	AZ	85202	480-831-5199	
Galls	2550 Long Beach Blvd	Long Beach	CA	90806	562.424.0220	
Galls	1249 W. Katella Ave	Orange	CA	92867	714.633.3880	
Galls	1865 Iowa Ave. Ste. 110	Riverside	CA	92507	951.781.6366	
Galls	6365 S. Arizona Cir	Los Angeles	CA	90045	310.338.6800	
Galls	2200 Jerrold Unit J	San Francisco	CA	94124	415.824.2400	
Galls	2543 West Sixth St	Los Angeles	CA	90057	213.351.9632	
Galls	557 5th St	Oakland	CA	94607	510.465.7754	
Galls	2333 Arden Way, Ste C	Sacramento	CA	95825	916.567.7877	
Galls	1050 E Wardlow Rd	Long Beach	CA	90807	562.612.3429	
Ace Uniforms & Accessories	633 16th Street	San Diego	CA	92101	619-233-0227	519-325-0111
Ace Uniforms & Accessories	1275 South Sante Fe #114	Vista	CA	92083	760-724-9481	
Galls	5120 Osage St. #200	Denver	CO	80221	303-455-7000	
Galls	525 E. Fountain Blvd. #130	Colorado Springs	СО	80903	719-636-5134	
Skaggs Uniforms	12741 E. Caley Ave Unit 142	Centennial	СО	80111	303-955-6924	
Tactical Police Gear	1555 Highland Ave	Cheshire	CT	06410	203-439-8899	203-651-1738
Dover Army-Navy Store, Inc.	222 W. Loockerman St.	Dover	DE	19904	302-736-1959	302-736-2659
Galls	3710 Northwest Passage	Tallahassee	FL	32303	850.402.1133	
Galls	11602 LAKE UNDERHILL ROAD, SUITE 121	ORLANDO	FL	32825	407-730-7900	
Read's Uniforms	705 N 14th Street	Leesburg	FL	34748	352-326-8200	
Galls	1660 Chattahoochee Ave NW, Ste E	Atlanta	GA	30318	404.603.4778	
Galls	1025 Riverside Dr	Macon	GA	31201	478.743.9302	
Galls	1395 S MARIETTA PKWY; BLDG 200; STE 220	MARIETTA	GA	30067	770-800-9888	
Galls	5801 Thornton Ave	Des Moines	IA	50321	515.283.1985	
Ray O'Herron	1600 75th St	Downers Grove	IL	60516	800-223-2097	217-443-3808
JCM Uniforms	151 E Cass St.	Joliet	IL	60432	815-723-3213	815-723-0913
J.G. Uniforms, Inc.	5949 W. Irving Park Rd.	Chicago	IL	60634	773-545-4644	773-545-3388
Galls	9200 Marshall Dr	Lenexa	KS	66215	913.850.5920	
Galls	1300 Russell Cave Rd	Lexington	KY	40505	859-787-0420	

Witmer Public Safety	10228 Governor Lane Blvd Suite	Williamsport	MD	21795	888-560-3473	
Group Galls	3012 2220 Lyndale Avenue South	Minneapolis	MN	55405	612-377-0011	
Galls	3535 WEST DIVISION STREET	St Cloud	MN	56301	320-529-9585	
Galls	2806 FAIRVIEW AVE N	Roseville	MN	55113	651-288-5199	
Galls	2720 Burlington Street	North Kansas	MO	64116	816-363-6700	
		City				
Galls	2716 Exchange Dr	Wilmington	NC	28405	910.791.6050	
Galls	1424 Center Park Dr.	Charlotte	NC	28217	704.522.1002	
Galls	4720 Trademark Dr	Raleigh	NC	27610	919.772.1001	
Read's Uniforms	123 Sweeten Creek Rd	Asheville	NC	28803	828-277-6380	828-277-6382
Read's Uniforms	2305 Norwood Ave Suite A	Goldsboro	NC	27534	919-734-8517	
Read's Uniforms	1616 Tate Blvd SE	Hickory	NC	28602	828-441-2255	
Read's Uniforms	180 Westgate Dr	West End	NC	27376	910-255-0417	
Galls	3105 Leavenworth St	Omaha	NE	68105	402.341.8790	
Action Uniform Company	3164 Fire Road	Egg Harbor	NJ	08234	800-584-8092	609-568-6054
Action Uniform Company	120 E Kings Hwy	Maple Shade	NJ	08052		
Action Uniform Company	1520 Rt 37 W	Toms River	NJ	08755		
Action Uniform Company	435-G Route 34	Matawan	NJ	07747		
Fit-Rite Uniform Co.	657 Chestnut Street	Union	NJ	07083	908-964-5800	908-687-6300
Galls	28 Scotch Road	Ewing Township	NJ	08628	609.883.2811	
Galls	1015 Broad Street	Newark	NJ	07102	973.622.5700	
Galls	2520 San Mateo Blvd. NE	Albuquerque	NM	87110	505-266-0507	
Herkimer Area Resource Center	350 S. Washington Street	Herkimer	NY	13350	315-574-7625	315-866-8339
Gearcor, Inc.	805 Valley Plaza	Johnson City	NY	13790	800-517-5970	607-797-7188
Galls	230 Central Ave.	Albany	NY	12206	518.434.1376	
Galls	6098 Jericho Tpke	Commack	NY	11725	631.325.8000	
United Uniform Company	709 East Genesee Street	Syracuse	NY	13210	315-475-8450	315-475-8496
United Uniform Company	1132 Scottsville Rd	Rochester	NY	14624	585-442-4140	585-442-1477
United Uniform Company	495 North French Road	Buffalo	NY	14228	716-691-4400	716-691-1406
Galls	1905 Dalton Ave	Cincinnati	ОН	45214	513.621.4787	
Galls	3889 Business Park Dr	Columbus	ОН	43204	614.351.1566	
Galls	9047 SW Barbur Blvd	Portland	OR	97219	503.452.5055	
Pittsburgh Public Safety	6104 Grand Ave. Suite 101	Pittsburgh	PA	15225	412-375-2920	801-457-5623
Pittsburgh Public Safety	3345 Penn Ave #400	Pittsburgh	PA	15201		
Starr Uniform	207 Center Street	Scranton	PA	18503- 1905	570-344-6831	570-344-7699
Witmer Public Safety Group	430 West King Street	Abbottstown	PA	17301	800-834-0839	
Witmer Public Safety Group	2961 National Pike	Chalk Hill	PA	15421	800-437-1801	
Read's Uniforms	4128 Clemson Blvd	Anderson	SC	29621	864-224-8790	
Read's Uniforms	946 Orleans RD	Charleston	SC	29407	843-852-7878	
Read's Uniforms	30 Orchard Park Drive	Greenville	SC	29615	864-283-6119	
Read's Uniforms	412 Main Street	Greenwood	SC	29646	864-229-4811	
Read's Uniforms	701 N. State of Franklin Suite 11	Johnson City	TN	37604	423-915-0033	
Summit Uniforms	2209 Whitten Rd	Memphis	TN	38133	901-373-8597	901-328-1478
Summit Uniforms	2901 E Magnolia	Knoxville	TN	37914	865-454-8194	
Summit Uniforms	1213 Foster Ave	Nashville	TN	37210	615-915-4133	
Galls	1314 Houston Ave	Houston	TX	77007	713.292.1481 713.222.0765	
Galls	2111 West Ave	San Antonio	TX	78201	210.523.0976	
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Galls	3200 COMMANDER DRIVE; SUITE 114	CARROLLTON	TX	75006	972-246-3633
Galls	1630 111ST STREET	GRAND PRAIRIE	TX	75050	972-660-8433
Galls	71 ESPLANADE BLVD; SUITE 200	HOUSTON	TX	77060	281 931-0006
Galls	826 RUTLAND DR	Austin	TX	78758	512-302-5541
Galls	11707 S SAM HOUSTON PKWY W SUITE R	Houston	TX	77031	346-201-5958
Skaggs Uniforms	3828 S. Main St	Salt Lake City	UT	84115	801-261-4400
Galls	2124 Tomlynn St	Richmond	VA	23230	804.353.3999
Galls	5957 East Virginia Beach Blvd.	Norfolk	VA	23502	757.459.9960
Witmer Public Safety Group	1614 Ownby Lane	Richmond	VA	23220	804-267-3424
Galls	8610 Aurora Ave N	Seattle	WA	98103	206.527.5277
Galls	21621 Pacific Highway South	Des Moines	WA	98198	206.878.5477
Galls	1306 N. Howard	Spokane	WA	99201	509.323.1104
Galls	500 EAST OAK STREET	OAK CREEK	WI	53154	414-762-7300

FIRE and EMS BOOTS DEALER LIST

Dealers for Fire and EMS Boots						
Company	Address	City	State	Zip	Phone	Fax
1st Choice Safety Equipment	1262 Concord Dr	Brick	NJ	08724	908-910-2732	l dx
1st Out Specialty Vehicles & Equipment	1155 Stoops Ferry Road	Moon Township	PA	15108	412-507-3000	412-507-3011
5 Alarm Fire and Safety	350 Austn Circle	Delafield	WI	53018- 2171	262-646-5911	262-646-5912
5 Alarm Fire and Safety	8762 Louisiana Street Suite D	Merrillville	IN	46410	219-472-0405	219-750-9318
5 Alarm Fire and Safety	6588 Center Industrial Drive Suite Z	Jenison	MI	49428	616-379-5451	616-379-5457
911 Fleet and Fire Equipment	11 Lendale Dr.	Florence	KY	41042	877-605-2378	859-371-0131
Air One Equipment	360 Production Drive	South Elgin	IL	60177	888-247-1204	847-289-9001
Air One Equipment	N50W13740 Overview Drive Suite F	Menomonee Falls	WI	53051	262-373-1890	
Alaska Safety	4725 Gambell	Anchorage	AK	99503	907-561-5661	907-561-8484
Alaska Safety	4621 East Palmer Wasilla Highway Ste #107	Wasilla	AK	99654	907-373-5661	907-864-0789
Alex Air Apparatus, Inc.	11897 Co. Road 87 SE	Alexandria	MN	56308	320-763-7803	320-763-9077
Alex Air Apparatus, Inc.	301 Eleanor St Ste B	Mankato	MN	56001	800-264-2320 X804	320-763-9077
All Hands Fire Equipment	7 Third Avenue	Neptune City	NJ	7753	888-681-1009	732-502-8064
Allstar Fire Equipment	12328 Lower Azusa Road	Arcadia	CA	91006	626-652-0900	626-652-0920
Allstar Fire Equipment	2552 Barrington Court	Hayward	CA	94545	510-887-6295	510-887-6298

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Apparatus Equipment & Service	1103 South 700 West	Salt Lake City	UT	84119	801-886-0600	801-886-0615
Arctic Fire & Safety	702 30th Ave.	Fairbanks	AK	99701	907-452-7806	907-452-7876
Atlantic Emergency Solutions	12351 Randolph Ridge Lane	Manassas	VA	20109	703-393-9911	703-393-8244
Atlantic Emergency	121 Patriot Drive	Middletown	DE	19709	302-449-3473	
Solutions						
Atlantic Emergency Solutions	7462 Candlewood Rd Ste E	Hanover	MD	21076	410-609-2306	
Atlantic Emergency Solutions	10233 Governor Land Blvd	Williamsport	MD	21795	240-366-4075	
Atlantic Emergency Solutions	32080 Beaver Run Dr	Salisbury	MD	21804	410-202-3707	
Atlantic Emergency Solutions	6809 Stateville Rd	Charlotte	NC	28269	704-969-1900	
Atlantic Emergency Solutions	4201 Distribution Dr	Fayetteville	NC	28311	910-488-7961	
Atlantic Emergency Solutions	8421 Norcross Rd	Colfax	NC	27235	336-996-2771	
Atlantic Emergency Solutions	1026 River Rd	Charlottesville	VA	22901	434-202-1470	
Atlantic Emergency Solutions	144 Freedom Blvd	Yorktown	VA	23692	757-369-0911	
Atlantic Emergency Solutions	13051 Redwater Dr	Chester	VA	23836	804-751-0911	
Atlantic Emergency Solutions	845 3rd St	Vinton	VA	24179	540-343-3323	
Axmen Fire Equipment	7655 Hwy. 10 West	Missoula	MT	59808	406-728-7020	406-543-5316
Becker Safety & Supply	128 30th Street, Unit B	Greeley	СО	80631	970-576-3988	970-396-3238
Berks Emergency Equipment Corp.	203 W. Lancaster Ave.	Shillington	PA	19607	610-777-4570	610-777-4582
Brigham Industries	15 Brigham Rd	Paxton	MA	01612	508-795-7905	508-755-1676
Bunker Gear Specialists, LLC (BGS)	2204 South Commerce Ave	Gonzales	LA	70737	225-644-4545	225-644-5253
Cascade Fire Equipment Company	640 Brian Way	Medford	OR	97501	800-654-7049	
Central Alabama Training Solutions	120 Industrial RD.	Gordo	AL	35466	205-242-1996	
Clarey's Safety Equipment	1725 Highway 14 East	Rochester	MN	55904	507-289-6749	507-289-5213
Coastal Fire Systems	16 S. Ketcham Ave.	Amityville	NY	11701	631-661-7515	631-661-7506
DACO Fire Equipment	201 Ave R	Lubbock	TX	79415	800-727-0808	806-763-9151
DACO Fire Equipment	6000 Huddleston St	Fort Worth	TX	76137	817-281-4172	806-763-9151
Danko Emergency Equipment	302 East 4th St	Snyder	NE	68664- 0218	866-568-2200	

Divol Cofoty	1721 Ningara Street	Buffalo	NV	14207	716 974 0060	716 974 4696
Dival Safety Equipment	1721 Niagara Street	Bullalo	NY	14207	716-874-9060	716-874-4686
Dival Safety	845 West Ave	Rochester	NY	14611	585-436-4710	
Equipment	843 West Ave	Rochester	IN I	14011	363-430-4710	
Dival Safety	301 Stoutenger St	East Syracuse	NY	13057	315-434-1960	
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Dival Safety	60 Cohoes Ave	Green Island	NY	12183	800-343-1354	
Equipment	00 00110037110	Green island		12103	000 3 13 133 1	
Dival Safety	3131 Federal Rd	Pasadena	TX	77504	713-475-8080	
Equipment						
Dival Safety	31 Loring Dr	Framington	MA	01702	508-626-0111	
Equipment						
Dival Safety	2207 Stirling Rd	Fort	FL	33312	954-213-0520	
Equipment		Lauderdale				
Dival Safety	3205 NW Avenue	El Dorado	AR	71730	716-874-9060	
Equipment						
Emergency Vehicle	892 Kansas St.	Memphis	TN	38106	901-948-1625	901-942-2724
Specialists						
Emergency Vehicle	1400 E. W. Martin Dr	Conway	AR	72032	800-233-5053	501-327-3208
Specialists						
Emergency Vehicle	7195 Maygan Dr	Olive Branch	MS	38654	662-874-1392	662-874-1396
Specialists						
Emergency Vehicle	3502 Dickerson Pike	Nashville	TN	37207	615-526-1928	615-526-9605
Specialists						
Farr West	108 Commercial Place Suite	Schertz	TX	78154	210-566-1857	
Environmental Supply	200					
Co	442 N. C.:((1) P. I.	Constill	1.0	F4.404	742 702 2442	
Feld Fire	113 N Griffith Rd	Carroll	IA	51401	712-792-3143	
Feld Fire	1225 NW Eagle Ridge Blvd	Grain Valley	MO	64029	816-443-2738	
Fire & Safety	7854 Stage Rd	Concord	VA	24538	434-993-2425	434-993-2679
Equipment Company,						
Inc.	4220 Industrial Dood	I la mui ala coma	DA	17110	000 627 2472	717 220 1001
Fire and Rescue Products	4230 Industrial Road	Harrisburg	PA	17110	800-637-3473	717-238-1901
Fire Connections	2520 N. Wesleyan Blvd.	Rocky Mount	NC	27804	252-972-3473	252-972-6846
	531 Dorland Road South	·			651-730-4636	
Fire Equipment Specialties	331 Doriana Road South	Maplewood	MN	55119	051-730-4030	651-730-4638
Fire Equipment	2516 Black Loop	Colorado	СО	80918	970-389-5646	719-278-3720
Specialties	2310 Black Loop	Springs	100	00310	970-369-3040	/19-2/6-3/20
Fire Master Fire	2049 E Division St.	Springfield	МО	65803	417-865-8713	417-865-2174
Equipment Inc.	2043 E DIVISION St.	Springileid	IVIO	03003	417 003 0713	417 003 2174
Fire Tech and Safety	84 ME-133 #A	Winthrop	ME	04364	207-377-2800	
of New England		1		0.307	20, 3, 7, 2000	
Fired Up Rescue	818 10th St	Wheatland	WY	82201	307-331-5007	
Fire-End & Croker	7 Westchester Plaza	Elmsford	NY	10523	914-592-3640	914-592-3892
Garrison Fire &	3334 NY-23A	Palenville	NY	12463	518-678-2281	31.332.3032
Rescue Corp	3334 NT-23A	i alciiviile	INT	12403	310-0/0-2201	
nescue curp		1		J.		İ

Haight Fire Equipment	199 Little Britain Road	Newburgh	NY	12550	845-562-6485	845-562-6482
Supply	200 6 14 2 6	B		20427	002 264 2644	002 264 2055
Hamm Hardware	309 S. Main St.	Prosperity	SC	29127	803-364-2611	803-364-2055
Heiman Fire	2320 NW Blvd.	Ashton	IA	51232	605-543-5510	712-724-6474
Equipment, Inc	150 Allow Divid Cuito A	Farminadala	NIV	11725	624 777 5470	C21 777 F171
Hi Tech Fire & Safety	158 Allen Blvd, Suite A	Farmingdale	NY	11735	631-777-5170	631-777-5171
Industrial Security Products	600 West Main Avenue	Bayamon	PR	00961	787-786-9241	787-779-5247
J.P.B. Fire Sales, LLC	4675 Burr Drive	Liverpool	NY	13219	315-725-8907	315-362-9055
Kaza Fire Equipment	155 Lovell Ave.	Ebensburg	PA	15931	814-472-8650	814-472-4520
Kroesens	2922 6th Ave S	Seattle	WA	98134	206-622-3853	206-233-0629
Leo M. Ellebracht	104 Mullach Court, Ste. 1028	Wentzville	МО	63385	636-332-6985	636-332-8046
Company						
Matheny Fire and	50 Matheny Lane	Mineral Wells	WV	26150	304-485-4418	304-485-2577
Emergency						
Matheny Fire and Emergency	1375 US Rt 52	Kenova	WV	25530		
Matheny Fire and	19932 Beaver Creek Rd	Hagerstown	MD	21740		
Emergency						
Matheny Fire and	14716 Industry Court	Woodbridge	VA	22191		
Emergency						
Matheny Fire and	4144 S. Military Highway	Chesapeake	VA	23321		
Emergency						
McDonald Uniform	3019 Darnell Road	Philadelphia	PA	19154	215-673-7211	215-673-0607
Company, Inc.						
Metro Fire Apparatus	514 Michigan	South	TX	77587	713-475-2411	713-475-2428
Specialists, Inc.		Houston				
Metro Fire Apparatus	1501 Heritage Parkway,	Mansfield	TX	76060	817-467-0911	817-375-1775
Specialists, Inc.	Suite 103	Harristan	TV	77064	742 602 0044	712 602 4504
Metro Fire Apparatus	17350 SH 249, Suite 249	Houston	TX	77064	713-692-0911	713-692-1591
Specialists, Inc. Mid-Atlantic Fire & Air	1050 Waisar Street	Reading	PA	19601	610-372-5077	
Municipal Equipment Co	2049 W Central Blvd	Orlando	FL	32805	407-843-3071	
Municipal Equipment Co	134 W 3rd St	Tifton	GA	31794	229-388-1181	
NAFECO	1515 West Moulton St	Decatur	AL	35601	256-353-7100	
NAFECO	2601 Beltline Rd SW	Decatur	AL	35601	800-628-6233	
NAFECO	11682 49th ST N #11-12	Clearwater	FL	33762	727-561-0209	
NAFECO	17639 E Colonial Dr	Orlando	FL	32820	407-815-5808	
NAFECO	715 Park N Blvd	Clarkston	GA	30021	770-248-0049	
NAFECO	11179 Hopson Rd #2	Ashland	VA	23005	804-752-0101	
Northeast Emergency	440 Washington St. N.	Auburn	ME	04210	207-753-0080	207-753-0090
Apparatus		, , , , , , , , , , , , , , , , , , , ,	'''	0.210	20, 733 0000	20, ,55 0050
Northeast Rescue	280 Milton Street R1	Dedham	MA	02026	857-342-7346	857-345-9334
Systems						

Phoenix Safety Outfitters	19 S Fostoria Ave	Springfield	ОН	45505	800-257-1875	937-322-4486
Rhinehart Fire	22 Piney Park Rd, Unit G	Asheville	NC	28806	828-273-1789	877-785-7714
Services					020 270 2700	
Rhinehart Fire	16201 Terry Lane	Huntersville	NC	28078	704-604-2492	
Services						
SAFE-T	23 Hamburg Turnpike Unit A	Riverdale	NJ	07457	973-579-3473	
Safeware, Inc.	4403 Forbes Blvd	Lanham	MD	20706	301-683-1234	301-683-1220
Safeware, Inc.	10750 Irma Drive	Northglenn	СО	80233	800-341-9408	303-322-1992
Safeware, Inc.	510 Eastpark Court	Sandston	VA	23150	800-814-7898	804-236-0429
Safeware, Inc.	7079 Oakland Mills Rd	Columbia	MD	21046	800-331-6707	410-309-1544
Safeware, Inc.	1800 Byberry Rd Ste 801	Huntingdon Valley	PA	19006	800-331-6707	301-683-1200
Safeware, Inc.	2445 Hilton Dr Ste 119	Gainesville	GA	30501	800-814-7898	678-450-8698
Safeware, Inc.	8263 NW 56th St	Doral	FL	33166	301-682-1234	
SeaWestern	12815 NE - 124th Suite H	Kirkland	WA	98034	800-327-5312	
South Coast Fire & Safety	6230 Brookhill Dr	Houston	TX	77087	713-649-6691	
The Fire Store	104 Independence Way	Coatesville	PA	19320	800-852-6088	888-335-9800
The Fire Store	430 W King Street	Abbottstown	PA	17301	800-834-0839	888-335-9800
The Fire Store	10228 Governor Lane Blvd Suite 3012	Williamsport	MD	21795	888-560-3473	301-223-1188
The Fire Store	2961 National Pike	Chalk Hill	PA	15421	800-437-1801	724-437-0277
The Fire Store	1614 Ownby Ln	Richmond	VA	23220	804-267-3424	804-267-3427
TJ Nowak Supply Co Inc	302 W Superior St.	Fort Wayne	IN	46802	260-424-1901	260-426-0815
Tom Smith Fire Equipment Co.	219 Cook Street	Brandon	FL	33511	813-434-4900	813-383-6154
United Fire Equipment	335 N 4th Ave	Tucson	AZ	85705	520-622-3639	800-882-3991
United Fire Equipment	125 West Gemini Dr #E7	Tempe	AZ	85283	480-491-5780	480-491-5907
Vogelpohl Fire Equipment	2770 Circleport Dr	Erlanger	KY	41018	859-282-1000	
Wildland Warehouse	50 Mott Road	Blairstown	NJ	07825	908-362-6147	908-362-6236



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Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

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