

**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 American Time ("Vendor").

**RECITALS**

WHEREAS, the Vendor is in the business of selling certain Classroom Supply & Teaching Tools, 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 Classroom Supply & Teaching Tools 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. 2305 for Classroom Supply & Teaching Tools; 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. 2305 (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, tribal, 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, tribal 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.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder

and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

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

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

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA23020, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See [www.OregonRehabilitation.org/qrf](http://www.OregonRehabilitation.org/qrf) for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

### **ARTICLE 3 – TERM AND TERMINATION**

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

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

#### **ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY**

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

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

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

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

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

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

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

#### **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: Kevin Toon  
Email: [rfp@ORCities.org](mailto:rfp@ORCities.org)

If to Vendor:

American Time  
PO Box 707  
Dassel, MN 55325  
ATTN: Jennifer Montanez  
Email: [sales@atsclock.com](mailto:sales@atsclock.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.

[Signature page to follow]

## **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: Patricia M. Mulvihill  
0BD4F25C35F54D0...  
Printed Name: Patricia M. Mulvihill  
  
Title: Executive Director  
LEAGUE OF OREGON CITIES  
  
Dated: September 20, 2023 | 11:36 AM PDT

VENDOR:

DocuSigned by:  
Signature: Jennifer Montanez  
8D47927EABF442A...  
Printed Name: Jennifer Montanez  
  
Title: Inbound Sales & Service Manager  
AMERICAN TIME  
  
Dated: September 20, 2023 | 10:23 AM PDT

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

CLASSROOM SUPPLY & TEACHING TOOLS	
Product Category	Percentage (%) off List Price* ( <i><b>OR</b></i> fixed price if % off pricing is not available)
<b>SCHOOL FURNITURE</b>	5%
<b>TEACHING TOOLS</b>	
<b>GENERAL CLASSROOM SUPPLIES</b>	
<b>CLASSROOM RESOURCES</b>	
<b>OTHER</b>	15%

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

**ATTACHMENT B**

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

**ADDITIONAL SELLER WARRANTIES**

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

**ATTACHMENT C**

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

**PARTICIPATING AGENCIES**

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

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

**ATTACHMENT D**

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

**Vendor's Proposal**

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

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

**ATTACHMENT E**

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

**Purchaser's Request for Proposal**

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

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

**ATTACHMENT F**

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

**ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.**

[remainder of page intentionally left blank]



## Sales Terms & Conditions

This Agreement is between you as the Buyer and American Time & Signal Company, Inc. ("American Time") and it sets forth the terms and conditions under which you agree to purchase the products/services set forth in American Time's Sales Order.

**THIS IS A CONTRACT. PLEASE READ THESE TERMS CAREFULLY.**

- 1) **Binding Contract:** Any Sales Order or invoice from American Time relating to the sale of goods (herein referred to as the "Goods") will become a binding contract and subject to the conditions set forth herein and therein when Buyer accepts any shipment of the Goods. Receipt of Buyer's Purchase Order will not be an acceptance or confirmation of any other terms. The Purchase Order/invoice will be subject to the terms and conditions set forth herein and no others unless there is a signed overriding agreement between the parties. Any additional or different terms or conditions proposed by Buyer are hereby rejected.
- 2) **Complete Agreement:** This contract and sale to Buyer is limited to and conditioned on Buyer's assent to the terms and conditions of this Agreement. The terms and conditions in this Agreement constitute the complete agreement of the parties, are a complete and exclusive statement of the terms of that agreement and supersede any previous or contemporaneous communications, representations or agreement, whether oral or written, with respect to the Goods. The terms and conditions of the invoice cannot be changed or amended except by a written agreement signed by an officer of American Time. This Agreement is not for the benefit of any third party except our parents, affiliates, subsidiaries, agents, related parties, subcontractors, assignees and successors in interest. You agree that a copy of this Agreement and proof of the manner of execution will be deemed to be an original for all purposes. You agree that we may save and store all agreements and other documents executed by you in an electronic media and all such agreements and other documents will be deemed to be, and may be used by us as, originals and will be given the same force and effect as paper-form originals. No person, including any representative, employee, or agent of American Time is authorized to assume on behalf of American Time any liability or responsibility in addition to or different from what is described in this Agreement.
- 3) **Price Revision:** Unless otherwise expressly stated by American Time, prices are subject to revision without notice. Goods will be supplied and invoiced at the prices in effect at the time of shipment. If any price revision is not accepted, American Time, without liability and at its opinion, may either continue to supply Buyer at the contract price and terms then in effect or terminate this contract, either in its entirety or with respect to future shipments of the Goods affected, as of the effective date of the price revision or any later date by so notifying Buyer in writing. All prices are in US Dollars.
- 4) **Credit:** Whenever American Time, in its sole judgment, has any doubt as to Buyer's creditworthiness or financial responsibility, American Time may require payment in cash in advance of shipment.
- 5) **Payment Terms:** Payment terms are as agreed between American Time and Buyer in writing for each order of Goods.
- 6) **Separate Contracts:** Each shipment to Buyer will constitute a separate and independent contract governed by these Terms and Conditions and will be separately invoiced and paid for when due, without regard to subsequent deliveries. American Time will have the right at all times, among other remedies, either to terminate any contract or to suspend further deliveries upon failure of Buyer to pay for any one shipment when it becomes due or when Buyer is in default of any other sales agreement between Buyer and American Time. Delay or default in any delivery or shipment will not relieve Buyer of its obligations to accept remaining deliveries. Upon such termination or suspension by American Time, all Buyers' outstanding obligations to American Time will be immediately due and payable.
- 7) Quotes are provided based on our system recommendations. It is Buyer's responsibility to confirm that the system quoted is meeting the project requirements.

- 8) **Shipping:** Unless otherwise specified by American Time, all Goods are sold "EXW The American Time & Signal Company, Inc.'s plant." Unless otherwise specified by Buyer, means of shipment will be at the sole discretion of American Time. Any quoted delivery date is only an estimate. EXW (Ex Works) –means that American Time makes the order available for Buyer at American Time for delivery.
- 9) **Inspection:** Buyer will examine each shipment upon its arrival at Buyer's facilities and will promptly notify American Time in writing of any shortage, loss or damage apparent under reasonable examination. Failure by Buyer to forward such notification to American Time within 5 days after arrival will constitute an absolute and unconditional waiver of all claims for any such shortage, loss or damage.
- 10) **Warranty:** The warranty will begin on the date of the invoice. The period during which this Warranty is in effect will depend upon the Product to which it relates. American Time's obligation will be limited to repair or replacement of any components that fail in normal use during the warranty period. Such repairs or replacements will be made at no charge to Buyer. In the event that American Time repairs or replaces a defective product under warranty, the repaired or replaced product will be covered through the end of the original warranty period, but no repair or replacement will extend the warranty term.
- A. **Statement for replacement products or parts (if applicable):** When warranty service involves the replacement of a product or part, the replaced product or part becomes property of American Time and the replacement product or part becomes property of Buyer. Only unaltered American Time products and parts are eligible for replacement. The replacement product or part provided by American Time may not be new, but it will be in good working order and functionally equivalent to the original product or part. The replacement product or part will be warranted for the balance of the period remaining on the original product warranty. Products and parts presented for repair may be replaced by refurbished products or parts of the same type rather than being repaired.
  - B. **Product Changes:** American Time may change or discontinue Products at any time. In such event, American Time may fulfill Buyer's order with a Product that has the functionality and performance as the Product ordered by Buyer.
  - C. **What this warranty covers:** American Time warrants that each American Time product purchased by Buyer is free from defects in materials and workmanship under normal use during the warranty period.
  - D. **This warranty does not cover:**
    - (1) Physical damage to this product;
    - (2) Product failure or damage caused by improper installation, lack of periodic maintenance, Network configuration, password setting/resetting, computer virus or malware, improper or abnormal physical or electrical stress, misuse, neglect or accident
    - (3) Damage caused by another device or software used with this product (including, but not limited to, damage caused by installation of programs or applications, or use of any accessories, consumable items or peripheral equipment not provided or approved by American Time for use with the Product);
    - (4) Problems arising from anything other than defects in materials or workmanship;
    - (5) Consumables or other items requiring periodic maintenance or replacement with ordinary wear and tear, including, but not limited to, product batteries, cables, brightness and uniformity deterioration;
    - (6) The loss of any data howsoever caused. You will be responsible for backing up and protecting data against loss, damage or destruction. Please note that the repair of product may result in loss of data;
    - (7) The de-installation or reinstallation of the American Time Product.
  - E. **Shipping:** American Time pays for shipping when sending items to Buyer. Buyer pays for shipping when sending items to American Time.
- 11) **Limited Warranty and Disclaimer:** This warranty is VOID if American Time does not receive written notice of the alleged defect within twenty (20) days of its discovery or if this product has been altered or modified in any way including, but not limited to, attempted warranty repair other

than by American Time or an authorized service partner. Furthermore, failure to pay the entire contract price when due will be a waiver by Buyer of all rights under this warranty. American Time does not warrant that its software is error free or that end users will be able to operate the software without problems or interruption. In addition, American Time will not be liable for Buyer's or any third party's software, firmware, information, or memory data contained in, sorted on, or integrated with any product returned to American Time, whether under warranty or not.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO GOODS DELIVERED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The foregoing warranty

runs only to Buyer. There are no oral or written promises, representations or warranties collateral to or affecting this contract. Representatives of American Time may have made oral statements about products described in this contract. Such statements do not constitute warranties, will not be relied on by Buyer and are not part of the contract.

12) **Assumption of Risk:** Buyer assumes all risk and liability whatsoever for any and all injuries (including death), losses or damage to persons or property or otherwise resulting from the possession, handling, storage, transportation, use or other disposition of Goods sold, whether used alone or in connection with other goods or equipment.

13) **Limitations of Remedies:** THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED, STATUTORY OR OTHERWISE. IN NO EVENT WILL AMERICAN TIME BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT. IN ADDITION, AMERICAN TIME WILL NOT BE LIABLE FOR BUYER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT. AMERICAN TIME AND ITS SUPPLIERS RESERVE THE RIGHT TO MAKE CORRECTIONS, MODIFICATIONS, ENHANCEMENTS, IMPROVEMENTS AND OTHER CHANGES TO ITS PRODUCTS, PROGRAMS AND SERVICES AT ANY TIME OR TO DISCONTINUE ANY PRODUCTS, PROGRAMS, OR SERVICES WITHOUT NOTICE. IN NO EVENT WILL ANY RECOVERY AGAINST AMERICAN TIME EXCEED THE ACTUAL PRICE PAID FOR THE PURCHASE OF THE PRODUCT.

14) When placing orders for custom painted or printed items (such as dials, cases, hands and other items), colors may differ from one order to another due to the nature of the printing process.

15) **Limitation on Actions;** Waiver of Jury Trial; Arbitration

YOU AND WE AGREE TO ARBITRATE ANY AND ALL DISPUTES AND CLAIMS INCLUDING, BUT NOT LIMITED TO, CLAIMS BASED ON OR ARISING FROM ANY ALLEGED TORT, OR ARISING OUT OF OR RELATING TO AGREEMENT EXCEPT FOR THE COLLECTION OF MONIES OWED BY YOU TO US UNDER THIS AGREEMENT.

A. Arbitration of any dispute or claim EXCEPT for collection of past due accounts will be conducted in accordance with the rules of the American Arbitration Association ("AAA"). The AAA rules and fee information are available from the AAA upon request. YOU ARE RESPONSIBLE FOR THE PAYMENT OF ALL OF YOUR COSTS AND EXPENSES IN CONNECTION WITH THE ARBITRATION, INCLUDING THE FILING FEE AND YOUR

COST OF TRAVELING TO THE ARBITRATION SITE. You and we acknowledge this Agreement evidences a transaction in interstate commerce and the Federal Arbitration Act will govern interpretation and enforcement of, and proceeding pursuant to, this or a prior agreement. UNLESS YOU AND WE AGREE OTHERWISE IN WRITING, THE LOCATION OF THE ARBITRATION WILL BE IN THE STATE OF MINNESOTA.

B. Except where prohibited by law, you and we agree that no arbitrator has authority to (1) award relief in excess of what this Agreement provides, (2) award punitive damages or any other damages not measured by prevailing party's actual damages, nor permitted by this Agreement, or (3) order consolidation or class arbitration. The Arbitrator must give effect to the limitations on our liability as set forth in this Agreement. You agree that you and we are each waiving our respective rights of a trial by jury and you acknowledge that arbitration is final and binding and subject only to very limited review by a court. This

arbitration provision does not apply to the collection of past due amounts owed by you to us. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) will be brought against the other more than one (1) year after the accrual of the cause of action. In addition, if arbitration is not available, both parties hereby waive any rights to a jury trial in any judicial action by either party which relates in any way to this Agreement, whether based upon contract, negligence or otherwise.

- 16) **Indemnification:** Buyer will release, defend, indemnify and hold American Time and its assignees, agents, employees, attorneys, subsidiaries, affiliates and parent companies harmless from and against any and all claims or liability relating to design, installation, or operation of the Goods and the performance of any service covered by this Agreement, including payment of all damages, expenses, costs and attorney's fees, whether such claims or liability be based upon negligence, warranty or strict product liability on our part, or on the part of our assignees, agents, employees, subsidiaries, affiliates or parent companies. You will indemnify, defend and hold us harmless, and our assignees, agents, employees, subsidiaries, affiliates and parent companies from and against all claims, lawsuits and losses that claim loss sustained by parties or entities other than parties to this Agreement. This provision will apply to all claims, lawsuits or damages caused by our negligent performance whether active or passive and to all claims based on defects in design, installation, maintenance, monitoring, operation or non-operation of the Goods, whether those claims be based upon negligence, gross negligence, warranty, or strict products liability on our part, or on the part of our assignees, agents, employees, subsidiaries, affiliates and parent companies.
- 17) **Returns:** Unless otherwise specified by American Time, all products purchased are subject to the following return policy:
- A. Due to the customization of products to meet specific customer requirements and specifications, products which are non-returnable and/or non-refundable Will be clearly identified on the Sales Order Acknowledgement. Under no circumstances will the return of these referenced items be accepted and Buyer will bear full responsibility for the payment of the related obligation.

#### Non-Cancelable/Non-Returnable (NCNR) Products & Quantity Qualification

Product Category	NCNR product order quantities equal to or greater than
Logo Clocks	NCNR
EverAlert Devices	NCNR
Digital Clocks	5
Analog Double-Sided Clocks	10
Guards	15
Analog Aluminum and Wood Case Clocks	25

- B. All products, other than those described above and indicated on the Sales Order Acknowledgement, will be returnable with the request for an Return Merchandise Authorization (RMA) within 30 days of invoice and the actual return of the product in 90 days of the invoice date and will be subject to a restocking charge equal to 25% of the sales price invoiced. In addition, return quantities will be limited to a specific number of units depending upon the product and size of order, which is also indicated within the current price list.
- C. **Shipping:** American Time pays for shipping when sending items to Buyer. Buyer pays for shipping when sending items to American Time.
- 18) **Notices:** Notices are considered delivered when we send them by email or fax to any email address or fax number you've provided to us, or three (3) days after mailing to the most current billing address we have on file for you.
- 19) **Choice of Law/Venue/Jurisdiction:** This Agreement will be governed by the laws of the State of Minnesota, without reference to conflicts of laws rules, and

- 20) action arising out of this Agreement must be brought in the federal or state courts located in and for the state of Minnesota.
- 21) **Severability/Waiver:** If a court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, that provision will be null and void to the extent determined by the court; however, each remaining provision in the entire Agreement will continue to be valid and enforceable. A waiver of any part of this Agreement in one instance isn't a waiver of any other part or any other instance.