

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 General Medical Devices, Inc. dba AED Professionals ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Medical Products, Monitors, Software, Data Transmission, and Related Services, as further described herein; and

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

WHEREAS, through a solicitation for Medical Products, Monitors, Software, Data Transmission, and Related Services 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. 2535 for Medical Products, Monitors, Software, Data Transmission, and Related Services; 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-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2535 (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 VA25800, 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 four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("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 E) 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 G, 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, E, and G 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.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

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.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

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

If to Vendor:

AED Professionals
348 W. Colfax Street
Palatine, IL 60067
ATTN: Alexander Le
Email: alexander@aedprofessionals.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 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - 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 21 - INCORPORATION; ENTIRE AGREEMENT

21.1 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.

21.2 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 22 - 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 23 - 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 24 - 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 25 - 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:

Signed by:
Signature: Patricia M. Mulvihill
0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director

LEAGUE OF OREGON CITIES

Dated: January 6, 2026 | 2:21 PM PST

VENDOR:

Signed by:
Signature: [Signature]
C095CCA84A5E4E0...

Printed Name: Alexander Le

Title: Project Manager

AED PROFESSIONALS

Dated: January 6, 2026 | 1:11 PM PST

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Item Category	Item Manufacturer	Item Number	Item Description	QTY	Discount Off MSRP
AEDs	Cardiac Science	G5S-80C-S	Cardiac Science Powerheart G5 AED (Semi-Auto)	1	36%
AEDs	Cardiac Science	G5A-80C-S	Cardiac Science Powerheart G5 AED (Fully-Auto)	1	36%
AEDs	Defibtech	DCF-A100-EN	Defibtech Lifeline AED (Semi-Auto w/ Standard 5 Year Battery)	1	33%
AEDs	Defibtech	DCF-A110-EN	Defibtech Lifeline AED (Semi-Auto w/ High-Capacity 7 Year Battery)	1	29%
AEDs	Defibtech	DCF-A120-EN	Defibtech Lifeline AED (Fully-Auto w/ Standard 5 Year Battery)	1	36%
AEDs	Defibtech	DCF-A130-EN	Defibtech Lifeline AED (Fully-Auto w/ High Capacity 7 Year Battery)	1	35%
AEDs	Defibtech	DCF-A2310 EN	Defibtech Lifeline View AED (Semi-Auto, No ECG)	1	30%
AEDs	HeartSine	350-STR-US-10	Heartsine Samaritan PAD 350P AED, Semi-Auto (No WiFi)	1	35%
AEDs	HeartSine	350-STR-US-GW	Heartsine Samaritan PAD 350P AED, Semi-Auto (WiFi)	1	32%
AEDs	HeartSine	360-STR-US-10	Heartsine Samaritan PAD 360P AED, Fully-Auto (No Wifi)	1	42%
AEDs	HeartSine	360-STR-US-GW	Heartsine Samaritan PAD 360P AED, Fully-Auto (Wifi)	1	42%
AEDs	HeartSine	450-STR-US-10	Heartsine Samaritan 450P AED w/ CPR Rate Advisor (No Wifi)	1	43%
AEDs	HeartSine	450-STR-US-GW	Heartsine Samaritan 450P AED w/ CPR Rate Advisor (Wifi)	1	42%
AEDs	Philips	861304_C01	Philips Heartstart FRx AED	1	29%
AEDs	Philips	M5066A_C02	Philips Heartstart Onsite AED	1	33%
AEDs	Stryker	99425-000023	Physio-Control/Stryker 1000 AED (Semi-Auto)	1	41%
AEDs	Stryker	99425-000025	Physio-Control/Stryker 1000 AEd (Semi-Auto w/ Manual Defib Override & ECG)	1	36%
AEDs	Stryker	99512-001262	Physio-Control/Stryker Lifepak CR2 AED (Semi-Auto w/ Built-in Handle, English Only)	1	33%
AEDs	Stryker	99512-001268	Physio-Control/Stryker Lifepak CR2 AED (Fully-Auto w/ Built-in Handle, English & Spanish)	1	35%
AEDs	Stryker	99512-001261	Physio-Control/Stryker Lifepak CR2 AED (Semi-Auto w/ Carry Case, English Only)	1	34%
AEDs	Stryker	99512-001267	Physio-Control/Stryker Lifepak CR2 AED (Fully-Auto w/ Carry Case, English & Spanish)	1	35%
AEDs	ZOLL	8511-001101-01	ZOLL AED 3 (Semi-Auto)	1	32%
AEDs	ZOLL	8511-001102-01	ZOLL AED 3 (Fully-Auto)	1	32%
AEDs	ZOLL	8000-004000-01	ZOLL AED PLUS (Semi-Auto)	1	36%
AEDs	ZOLL	8000-004007-01	ZOLL AED PLUS (Fully-Auto)	1	36%
AED Accessories	Cardiac Science	XELAED002B	Cardiac Science PowerHeart G5 Intellisense CPR AED Electrode Pads	1	19%
AED Accessories	Cardiac Science	XELAED001B	Cardiac Science PowerHeart G5 AED Electrode Pads	1	20%
AED Accessories	Cardiac Science	XELAED003C	Cardiac Science PowerHeart G5 Pediatric AED Electode Pads	1	18%
AED Accessories	Cardiac Science	XBTAED001A	Cardiac Science PowerHeart G5 AED Battery	1	19%
AED Accessories	Cardiac Science	XCAAED008A	Cardiac Science PowerHeart G5 AED Carry Sleeve	1	19%

AED Accessories	Cardiac Science	XCAAED007A	Cardiac Science PowerHeart G5 Semi-Rigid Premium AED Carry Case	1	20%
AED Accessories	Cardiac Science	XBPAED001A	Cardiac Science PowerHeart G5 AED Backpack	1	19%
AED Accessories	Cardiac Science	XCAAED003A	Cardiac Science PowerHeart G5 AED Watertight Pelican Case	1	19%
AED Accessories	Cardiac Science	UKIT001A	Cardiac Science PowerHeart AED Ready Kit	1	20%
AED Accessories	Defibtech	DDP-100	Defibtech Lifeline/Lifeline Auto AED Electrode Pads	1	30%
AED Accessories	Defibtech	DDP-200P	Defibtech Lifeline/Lifeline Auto Pediatric AED Electrode Pads	1	27%
AED Accessories	Defibtech	DCF-200	Defibtech Lifeline/Lifeline Auto AED Battery with 9V Lithium 5 Year Battery	1	19%
AED Accessories	Defibtech	DAC-410	Defibtech Lifeline/Lifeline Auto Lithium 9V Battery	1	10%
AED Accessories	Defibtech	DAC-100	Defibtech Lifeline/Lifeline Auto Soft AED Carry Case	1	10%
AED Accessories	Defibtech	DDC-100AE	Data Card for Defibtech Lifeline/Lifeline Auto AED (Large Capacity w/ Audio Recording Capability)	1	10%
AED Accessories	Defibtech	DDC-12	Data Card for Defibtech Lifeline/Lifeline Auto AED (Large Capacity)	1	10%
AED Accessories	Defibtech	DDC-50AE	Data Card for Defibtech Lifeline/Lifeline Auto AED (Medium Capacity w/ Audio Recording Capability)	1	10%
AED Accessories	Defibtech	DDC-6	Data Card for Defibtech Lifeline/Lifeline Auto AED (Medium Capacity)	1	10%
AED Accessories	Defibtech	DCF-210	Defibtech Lifeline/Lifeline Auto AED Battery with 9V Lithium 7 Year Battery	1	26%
AED Accessories	Defibtech	DDP-2001	Defibtech Lifeline View AED Electrode Pads	1	21%
AED Accessories	Defibtech	DDP-2002	Defibtech Lifeline View AED Pediatric AED Electrode Pads	1	22%
AED Accessories	Defibtech	DCF-2003	Defibtech Lifeline View 4-Year AED Battery	1	31%
AED Accessories	Defibtech	DCF-2013	Defibtech Lifeline View 4-Year AVIATION AED Battery (FAA Approved)	1	31%
AED Accessories	Defibtech	DAC-2100	Defibtech Lifeline View Soft AED Carry Case	1	10%
AED Accessories	Defibtech	DDC-2001	Data Card for Defibtech Lifeline VIEW	1	10%
AED Accessories	HeartSine	PAD-PAK-01	Heartsine Samaritan Adult AED Pad-Pak	1	29%
AED Accessories	HeartSine	PAD-PAK-02	Heartsine Samaritan Pediatric AED Pad-Pak	1	29%
AED Accessories	HeartSine	PAD-PAK-07	Heartsine Samaritan Aviation Adult AED Pad-Pak	1	29%
AED Accessories	HeartSine	ACC-BAT-GW	Heartsine Samaritan Gateway Batteries	1	29%
AED Accessories	HeartSine	PAD-BAG-01	Heartsine Samaritan PAD AED Carry Case	1	30%
AED Accessories	HeartSine	PAD-BAG-02	Heartsine Samaritan PAD AED Backpack	1	30%
AED Accessories	HeartSine	ACC-GTW-US-01	Heartsine Samaritan Gateway For Wi-Fi Connectivity	1	27%
AED Accessories	HeartSine	PAD-ACC-02	Heartsine Samaritan PAD USB Data Cable	1	30%
AED Accessories	HeartSine	ACC-REM-GW	Heartsine Gateway Removal Tool	1	28%
AED Accessories	Philips	989803139261	Philips Heartstart FRx SMART PADS II AED Electrode Pads	1	33%
AED Accessories	Philips	989803139311	Philips Heartstart FRx Pediatric Mode Actuator Key	1	35%
AED Accessories	Philips	M5070A	Philips HeartStart Onsite/FRx AED Battery - M5070A	1	33%
AED Accessories	Philips	M5070A-ABE	Philips Heartstart Onsite/FRx AED Battery - Re-celled by ABE	1	42%
AED Accessories	Philips	989803139301	Philips Heartstart Onsite/FRx AED Battery Aviation AED Battery	1	32%
AED Accessories	Philips	989803139251	Philips HeartStart FRx Semi-Rigid AED Carry Case	1	32%
AED Accessories	Philips	YC	Philips HeartStart Onsite & FRx Watertight AED Carry Case	1	32%

AED Accessories	Philips	M5071A	Philips HeartStart Onsite /Home Smart Pads AED Electrode Pads	1	32%
AED Accessories	Philips	M5072A	Philips HeartStart Onsite/Home Pediatric Smart Pads AED Electrode Pads	1	32%
AED Accessories	Philips	M5076A	Philips HeartStart Onsite Slim AED Carry case	1	32%
AED Accessories	Philips	M5075A	Philips HeartStart Onsite Standard AED Carry Case	1	32%
AED Accessories	Stryker	11996-000017	Physio-Control Quik-Combo Electrode w/ Redi-Pak Pre-Connect	1	36%
AED Accessories	Stryker	11101-000016	Physio-Control Quik-Combo Pediatric Electrode	1	36%
AED Accessories	Stryker	11141-000100	Physio-Control/Stryker Lifepak 1000 AED Battery	1	19%
AED Accessories	Stryker	11425-000007	Physio-Control/Stryker Lifepak 1000 Soft AED Carry Case	1	19%
AED Accessories	Stryker	11425-000012	Physio-Control Lifepak 1000 Soft AED Carry Case Shoulder Strap	1	20%
AED Accessories	Stryker	11260-000023	Physio-Control/Stryker Lifepak 1000 Hard Shell AED Carry Case	1	20%
AED Accessories	Stryker	11111-000016	Physio-Control/Stryker Lifepak 1000 AED 3-Lead ECG Cable	1	20%
AED Accessories	Stryker	11101-000021	Physio-Control Lifepak CR2 AED Electrode Pads	1	18%
AED Accessories	Stryker	11141-000165	Physio-Control/Stryker Lifepak CR2 AED Battery	1	20%
AED Accessories	Stryker	11260-000047	Physio-Control/Stryker Lifepak CR2 AED Carry Case	1	19%
AED Accessories	Stryker	11260-000015	Physio-Control/Stryker Lifepak CR Plus/Express Hard Shell AED Carry Case	1	20%
AED Accessories	ZOLL	8900-000280-01	ZOLL AED 3 CPR Uni-Padz III AED Electrode Pads	1	20%
AED Accessories	ZOLL	8000-000696	ZOLL AED 3 AED Battery	1	19%
AED Accessories	ZOLL	8000-001250	ZOLL AED 3 AED Standard Carry Case	1	19%
AED Accessories	ZOLL	8000-001253	ZOLL AED 3 Rigid AED Carry Case, Standard	1	15%
AED Accessories	ZOLL	8000-001254	ZOLL AED 3 Rigid AED Carry Case, Large	1	33%
AED Accessories	ZOLL	8000-001251	ZOLL AED 3 Spare Battery Pouch	1	21%
AED Accessories	ZOLL	8000-001252	ZOLL AED 3 Shoulder Strap	1	21%
AED Accessories	ZOLL	8000-001280	ZOLL AED 3 Soft Carry Case	1	19%
AED Accessories	ZOLL	8900-0800-01	ZOLL CPR-D Padz AED Electrode Pads	1	19%
AED Accessories	ZOLL	8900-0402	ZOLL CPR Stat-Padz AED Electrode Pads (1 Pair)	1	23%
AED Accessories	ZOLL	8900-0400	ZOLL CPR Stat-Padz AED Electrode Pads (8 Pairs)	1	18%
AED Accessories	ZOLL	8900-0801-01	ZOLL Stat-Padz II AED Electrode Pads (1 Pair) - 8900-0801-01	1	19%
AED Accessories	ZOLL	8900-0802-01	ZOLL Stat-Padz II AED Electrode Pads (12 Pairs) - 8900-0802-01	1	19%
AED Accessories	ZOLL	8900-0810-01	ZOLL Pedi-Padz II AED Electrode Pads	1	19%
AED Accessories	ZOLL	8000-0807-01	Type 123 Lithium Batteries - 10 Each	1	43%
AED Accessories	ZOLL	8000-003000-01	ZOLL AED PLUS Aviation AED Battery Pack (FAA Approved)	1	19%
AED Accessories	ZOLL	8000-0802-01	ZOLL AED PLUS Soft AED Carry Case	1	19%
AED Accessories	ZOLL	8000-0806-01	ZOLL AED PLUS Soft AED Carry Case, Police	1	19%
AED Accessories	ZOLL	G35007BU	STATPACKS G3 Quicklook Tactical AED Backpack (Blue)	1	13%
AED Accessories	ZOLL	G35007RE	STATPACKS G3 Quicklook Tactical AED Backpack (Red)	1	13%
AED Accessories	ZOLL	8000-0836-01	ZOLL AED PLUS Small Hard AED Carry Case, Pelican	1	44%
AED Accessories	ZOLL	8000-0837-01	ZOLL AED PLUS Large Hard AED Carry Case, Pelican	1	44%
AED Accessories	ZOLL	8000-0808-01	ZOLL AED PLUS Public Access Pass Cover w/ Graphic Interface Label	1	18%

AED Accessories	ZOLL	8000-0803-01	ZOLL AED PLUS Compact Low Profile Safety Cover	1	18%
AED Accessories	AED Professionals	AP-PCHAT	AED Fast Response Kit	1	64%
AED Accessories	AED Professionals	AP-INSPTAG	AED Inspection Tag	1	75%
AED Program Management	ZOLL	EN-PRO1-Professional	Plus Trac Total AED Program Management (1 Year)	1	20%
AED Program Management	ZOLL	EN-PRO-5-PROFESSIONAL	Plus Trac Total AED Program Management (5 Years)	1	22%
AED Training Equipment	Cardiac Science	190-5020-001	Cardiac Science PowerHeart G5 AED Training Unit	1	19%
AED Training Equipment	Cardiac Science	XSMAED001A	Cardiac Science PowerHeart G5 AED Simulator with ICPR Puck	1	32%
AED Training Equipment	Cardiac Science	XTRPAD005A	Cardiac Science PowerHeart G5 Adult AED Training Pads w/ ICPR	1	24%
AED Training Equipment	Cardiac Science	XTRPAD004A	Cardiac Science PowerHeart G Adult AED Training Pad	1	21%
AED Training Equipment	Cardiac Science	XTRPAD006A	Cardiac Science PowerHeart G5 Pediatric AED Training Pad	1	20%
AED Training Equipment	Cardiac Science	190-2080-001	Cardiac Science PowerHeart G5 AED Training Unit Remote Control	1	20%
AED Training Equipment	Cardiac Science	XSMAED002A	Cardiac Science PowerHeart G5 AED Simulator	1	19%
AED Training Equipment	Defibtech	DCF-A350T-EN	Defibtech Lifeline AED Training Unit	1	10%
AED Training Equipment	Defibtech	DDP-101TR	Defibtech Lifeline Adult AED Training Pads, 1 set w/ wire	1	10%
AED Training Equipment	Defibtech	DDP-105TR	Defibtech Lifeline Adult AED Training Pads, 5 Pack, No Wire	1	10%
AED Training Equipment	Defibtech	DDP-201TR	Defibtech Lifeline Pediatric AED Training Pads, 1 set w/ wire	1	10%
AED Training Equipment	Defibtech	DDP-205TR	Defibtech Lifeline Pediatric AED Training Pads, 5 Pack, No Wire	1	10%
AED Training Equipment	Defibtech	DCF-DBP-RC2	Defibtech Lifeline AED Training Unit Rechargeable Battery	1	10%
AED Training Equipment	Defibtech	DTR-400	Defibtech Lifeline AED Training Unit Remote Control	1	10%
AED Training Equipment	Defibtech	DTR-201	Defibtech Lifeline AED Training Unit Battery Charger	1	10%
AED Training Equipment	Defibtech	DTF-A2000EN	Defibtech Lifeline View AED Training Unit	1	10%
AED Training Equipment	Defibtech	DTR-G2001ZZ	Defibtech Lifeline View Adult AED Training Pads, 1 set w/ Wire	1	19%
AED Training Equipment	Defibtech	DTR-G2002ZZ	Defibtech Lifeline View Pediatric AED Training Pads, 1 set w/ Wire	1	19%
AED Training Equipment	HeartSine	TRN-350-US	Heartsine Samaritan 350P Trainer (Semi-Auto)	1	23%
AED Training Equipment	HeartSine	TRN-360-US	Heartsine 360P Trainer (Fully-Auto)	1	23%
AED Training Equipment	HeartSine	TRN-450-US	Heartsine 450P Trainer (Semi-Auto)	1	23%
AED Training Equipment	HeartSine	TRN-PAK-04	Heartsine Samaritan AED Training Pad-Pak	1	30%
AED Training Equipment	HeartSine	TRN-ACC-02	Heartsine Samaritan AED Training Electrodes (10 Pairs)	1	29%
AED Training Equipment	HeartSine	TRN-ACC-03	Heartsine Samaritan AED Training Electrodes (25 Pairs)	1	29%
AED Training Equipment	HeartSine	TRN-ACC-16	Heartsine Samaritan 350P Training Unit Remote Control	1	29%
AED Training Equipment	HeartSine	TRN-ACC-18	Heartsine Samaritan 360P Training Unit Remote Control	1	29%
AED Training Equipment	HeartSine	TRN-ACC-19	Heartsine Samaritan 450P Training Unit Remote Control	1	29%
AED Training Equipment	HeartSine	TRN-ACC-14	Heartsine Samaritan AED Training Unit Charger/Power Supply	1	28%
AED Training Equipment	Philips	861306	Philips Heartstart FRx AED Training Unit	1	30%

AED Training Equipment	Philips	989803139271	Philips Heartstart FRx AED Training Pads w/ Case	1	32%
AED Training Equipment	Philips	989803139291	Philips Heartstart FRx AED Training Pads	1	32%
AED Training Equipment	Philips	M5085A	Philips Heartstart Onsite AED Training Unit	1	32%
AED Training Equipment	Philips	M5073A	Philips Heartstart Onsite AED Training Pad Cartridge, Adult	1	32%
AED Training Equipment	Philips	M5093A	Philips Heartstart Onsite AED Training Pads, Adult	1	32%
AED Training Equipment	Philips	M5094A	Philips Heartstart Onsite AED Training Pads, Pediatric	1	32%
AED Training Equipment	Philips	M5087A	Philips Heartstart Onsite AED Trainer Carry Case	1	32%
AED Training Equipment	Stryker	99996-000117	Physio-Control/Stryker Lifepak 1000 AED Training Unit	1	11%
AED Training Equipment	Stryker	11101-000004	Physio-Control/Stryker Lifepak 1000 AED Training Unit Electrodes, Cable & Pouch	1	18%
AED Training Equipment	Stryker	11101-000003	Physio-Control/Stryker Lifepak 1000 AED Training Unit Electrodes, New Style - Clip-on	1	18%
AED Training Equipment	Stryker	11250-000052	Physio-Control Lifepak 1000 Clip-on Training Electrodes, 5 Pairs	1	19%
AED Training Equipment	Stryker	26500-003753	Physio-Control/Stryker Lifepak CR2 AED Trainer Operating Instructions	1	18%
AED Training Equipment	Stryker	11250-000147	Physio-Control/Stryker Lifepak CR2 AED DEMO Unit	1	20%
AED Training Equipment	Stryker	11250-000162	Physio-Control/Stryker Lifepak CR2 AED Training Unit, English	1	19%
AED Training Equipment	Stryker	11250-000140	Physio-Control/Stryker Lifepak CR2 AED Training Electrodes, 5 Pairs	1	18%
AED Training Equipment	Stryker	11250-000145	Physio-Control/Stryker Lifepak CR2 AED Training Unit Electrode Tray	1	18%
AED Training Equipment	Stryker	11141-000166	Physio-Control/Stryker Lifepak CR2 AED Training Unit D-Cell Batteries, 4 ct.	1	21%
AED Training Equipment	Stryker	11250-000139	Physio-Control Lifepak CR2 AED Training Unit Replacement Electrode Cover Tray	1	21%
AED Training Equipment	Stryker	11250-000144	Physio-Control/Stryker Lifepak CR2 AED Training Manikin	1	19%
AED Training Equipment	Stryker	21250-000003	Physio-Control/Stryker Lifepak CR2 AED Training Unit Battery Covers (3pk)	1	19%
AED Training Equipment	Stryker	11250-000142	Physio-Control/Stryker Lifepak CR2 AED Training Unit Reprogramming USB	1	21%
AED Training Equipment	Stryker	11250-000141	Physio-Control/Stryker Lifepak CR2 AED Training Unit USB Bluetooth Puck	1	19%
AED Training Equipment	Stryker	21250-000004	Physio-Control Lifepak CR2 AED Training Unit Replacement Lid	1	21%
AED Training Equipment	Stryker	11512-000001	Physio-Control/Stryker Lifepak CR2 Life Replacement Lid	1	20%
AED Training Equipment	Stryker	11512-000002	Physio-Control/Stryker Lifepak CR2 Handle Kit	1	19%
AED Training Equipment	Stryker	11260-000048	Physio-Control/Stryker Lifepak CR2 Trainer Carry Case	1	21%
AED Training Equipment	ZOLL	8028-000001-01	ZOLL AED 3 AED Training Unit	1	19%
AED Training Equipment	ZOLL	8000-0835-01	ZOLL CPR-D DEMO Manikin	1	19%
AED Training Equipment	ZOLL	8028-000013	ZOLL AED 3 Training Liners for CPR Uni-Padz	1	21%
AED Training Equipment	ZOLL	8028-000010	ZOLL AED Training CPR Uni-Padz Electrode Harness	1	20%
AED Training Equipment	ZOLL	8900-0803-01	ZOLL Training CPR-D Replacement Gel, 5/Case	1	42%
AED Training Equipment	ZOLL	8028-000012	ZOLL AED 3 Training CPR Uni-Padz, 5 CT.	1	19%
AED Training Equipment	ZOLL	8000-0375-01	ZOLL AED PLUS Training Unit Soft Carry Case	1	19%

AED Training Equipment	ZOLL	8008-0050-01	ZOLL AED PLUS AED Trainer2 (Semi-Auto)	1	19%
AED Training Equipment	ZOLL	8008-0052-01	ZOLL AED PLUS AED Trainer2 (Fully-Auto)	1	19%
AED Training Equipment	ZOLL	8008-0006-01	ZOLL AED PLUS Travel Trainer	1	19%
AED Training Equipment	ZOLL	8900-0804-01	ZOLL AED PLUS Trainer2 CPR-D Padz Training Pads	1	20%
AED Training Equipment	ZOLL	8900-0805-01	ZOLL AED PLUS STAT Padz II AED Training Pads	1	20%
AED Training Equipment	ZOLL	9650-0304-01	ZOLL AED PLUS Trainer2 Operator's Guide	1	19%
AED Training Equipment	ZOLL	8000-0847-01	ZOLL AED PLUS Carry Bag For DEMO Kit	1	21%
AED Training Equipment	ZOLL	8008-0007	ZOLL AED PLUS Trainer2 Wireless Remote Controller	1	20%
AED Storage	HeartSine	PAD-CAB-02	Heartsine Samaritan PAD AED Wall Bracket	1	30%
AED Storage	HeartSine	PAD-CAB-04	Heartsine AED Wall Cabinet w/ Alarm	1	29%
AED Storage	Philips	989803170891	Clear Wall Mount Bracket For Philips AEDS	1	32%
AED Storage	Stryker	11210-000046	Physio-Control/Stryker AED Wall Mounting Bracket (white)	1	19%
AED Storage	Stryker	11210-000047	Physio-Control/Stryker AED Wall Mounting Bracket (Green)	1	19%
AED Storage	Stryker	11210-000001	Physio-Control/Stryker Lifepak 1000 Wall Mount Bracket	1	19%
AED Storage	ZOLL	8000-001255	Wall Mount for ZOLL AED 3	1	20%
AED Storage	ZOLL	8000-0809-01	Mounting Bracket for ZOLL AED PLUS	1	20%
AED Storage	Cubix Safety	CB2-Ln	Standard Surface Mount AED Cabinet, Large (No Alarm, No Strobe)	1	47%
AED Storage	Cubix Safety	CB2-L	Standard Surface Mount AED Cabinet, Large (Add Alarm, No Strobe)	1	50%
AED Storage	Cubix Safety	CB2-Ls	Standard Surface Mount AED Cabinet, Large (Add Alarm, Add Strobe)	1	51%
AED Storage	Cubix Safety	CB2-Sn	Standard Surface Mount AED Cabinet Compact (No Alarm, No Strobe)	1	40%
AED Storage	Cubix Safety	CB2-S	Standard Surface Mount AED Cabinet Compact (Add Alarm, No Strobe)	1	50%
AED Storage	Cubix Safety	CB2-Ss	Standard Surface Mount AED Cabinet Compact (Add Alarm, Add Strobe)	1	53%
AED Storage	AED Professionals	APWMB	Universal AED Wall Mount Bracket	1	55%
Automated CPR Systems	Defibtech	RCF-A2000EN	Defibtech Arm XR	1	28%
Automated CPR Systems	Defibtech	RCF-RBP-G1000EN	Defibtech Lifeline Arm Battery Pack	1	20%
Automated CPR Systems	Defibtech	RPM-G1000NA	Defibtech Lifeline Arm Power Module/Charger	1	20%
Automated CPR Systems	Defibtech	RCF-RBC-U1000NA	Defibtech Lifeline Arm Dual Bay Tabletop Battery Charger	1	20%
Automated CPR Systems	Defibtech	RAC-U2100GG	Defibtech Lifeline Arm XR Carry Case	1	19%
Automated CPR Systems	Defibtech	RCF-RPP-U2000GG	Defibtech Lifeline Arm XR Suction Cup Assembly	1	19%
Automated CPR Systems	Defibtech	RCF-RSS-U2000GG	Defibtech Lifeline Arm XR Stabilization Strap	1	19%
Automated CPR Systems	Defibtech	RMB-G2000GG	Defibtech Lifeline Arm XR Backboard	1	19%
Automated CPR Systems	Defibtech	RMF-U2000GG	Defibtech Lifeline Arm XR Frame Assembly	1	19%
Automated CPR Systems	Defibtech	RAC-G1450GG	Defibtech Lifeline Arm USB Data Cable	1	77%
Evacuation Chairs	EVAC+CHAIRS	Pro-EMS-1	EVAC+CHAIR PRO EMS Stair Chair (Standard)	1	17%
Evacuation Chairs	EVAC+CHAIRS	Pro-EMS-B	EVAC+CHAIR PRO EMS Stair Chair (Battery Operated)	1	19%

Evacuation Chairs	EVAC+CHAIRS	Pro-EMS-H	EVAC+CHAIR PRO EMS Stair Chair (Hybrid)	1	18%
Evacuation Chairs	EVAC+CHAIRS	200H	EVAC+CHAIR 200H CarryLite Transit Chair	1	18%
Evacuation Chairs	EVAC+CHAIRS	300H	EVAC+CHAIR 300H	1	17%
Evacuation Chairs	EVAC+CHAIRS	400H	EVAC+CHAIR 400H	1	19%
Evacuation Chairs	EVAC+CHAIRS	500H	EVAC+CHAIR 500H	1	18%
Evacuation Chairs	EVAC+CHAIRS	600H	EVAC+CHAIR 600H	1	16%
Evacuation Chairs	EVAC+CHAIRS	700H	EVAC+CHAIR IBEX 700H Tran-Seat	1	19%
Evacuation Chairs	EVAC+CHAIRS	1-750	EVAC+CHAIR 750	1	15%
Evacuation Chairs	EVAC+CHAIRS	1-800	EVAC+CHAIR 800 Power Chair	1	15%
Evacuation Chairs	EVAC+CHAIRS	1-900	EVAC+CHAIR 900 Power Chair	1	15%
Evacuation Chairs	EVAC+CHAIRS	ECR-C	COT Emergency Child Restraint	1	21%
Manual Ventilation Feedback	Archeon	AUS00055	EOLife	1	27%
Manual Ventilation Feedback	Archeon	A0000044	EOLife Flowsense Sensor (contains 10)	1	29%
Manual Ventilation Feedback	Archeon	A0000033	EOLife Kit-Bag	1	41%
Manual Ventilation Feedback	Archeon	A0000051	EOLife Battery	1	46%
Manual Ventilation Feedback	Archeon	A0000118	EOLife Data Transfer Cable	1	37%
Manual Ventilation Feedback	Archeon	A0000029	EOLife / EOLife X Charger	1	41%
Manual Ventilation Feedback	Archeon	A0000089	EOLife X	1	24%
Manual Ventilation Feedback	Archeon	A0000110	EOLife X Battery	1	46%
Manual Ventilation Feedback	Archeon	A0000095	EOLife X Flowsense Sensor (contains 10)	1	29%
CPR & Training Equipment	Ambu	000264034	Ambu Head Wedge (Box, 10)	1	37%
CPR & Training Equipment	Ambu	KLTS430	Ambu King LTS-D Disposable Laryngeal Tube Kit with Gastric Access, Case of 5 (Size 0)	1	22%
CPR & Training Equipment	Ambu	KLTS431	Ambu King LTS-D Disposable Laryngeal Tube Kit with Gastric Access, Case of 5 (Size 1)	1	22%
CPR & Training Equipment	Ambu	KLTS432	Ambu King LTS-D Disposable Laryngeal Tube Kit with Gastric Access, Case of 5 (Size 2)	1	22%
CPR & Training Equipment	Ambu	KLTS4325	Ambu King LTS-D Disposable Laryngeal Tube Kit with Gastric Access, Case of 5 (Size 2.5)	1	22%
CPR & Training Equipment	Ambu	KLTS433	Ambu King LTS-D Disposable Laryngeal Tube Kit with Gastric Access, Case of 5 (Size 3)	1	25%

CPR & Training Equipment	Ambu	KLTS434	Ambu King LTS-D Disposable Laryngeal Tube Kit with Gastric Access, Case of 5 (Size 4)	1	25%
CPR & Training Equipment	Ambu	KLTS435	Ambu King LTS-D Disposable Laryngeal Tube Kit with Gastric Access, Case of 5 (Size 5)	1	25%
CPR & Training Equipment	Ambu	WS-00-S/3	Ambu Patient Monitoring Sensor Electrode, White, Center Snap (600 Electrode/Case)	1	45%
CPR & Training Equipment	Ambu	000281000	Ambu Perfit Ace Adjustable Neck Brace (Case, 30)	1	50%
CPR & Training Equipment	Ambu	520211000	Ambu Spur II Bag Reservoir Adult (Case, 12)	1	44%
CPR & Training Equipment	Ambu	530213034	Ambu Spur II Bag Reservoir Pediatric (Case, 12)	1	11%
CPR & Training Equipment	Ambu	A256001000	Ambu Infant CPR Training Manikin w/ Carry Case	1	23%
CPR & Training Equipment	Ambu	A268008000	Ambu Basic IQF Training Manikin	1	23%
CPR & Training Equipment	Prestan	10077-PPS	Prestan CPR Practice Shields, 36 EA.	1	12%
CPR & Training Equipment	Prestan	10076-PPA-50	Prestan Rescue Mask Adapters, 50 Pack	1	18%
CPR & Training Equipment	Prestan	PP-ALB-50	Prestan Manikin Lung Bags, Adult, 50 EA.	1	18%
CPR & Training Equipment	Prestan	PP-AFS-50	Prestan Face-Shield, Adult, 50 EA.	1	18%
CPR & Training Equipment	Prestan	PP-ULM-100-MS	Prestan Ultralite Manikin (No CPR Monitor, Medium Skin, Single)	1	18%
CPR & Training Equipment	Prestan	PP-ULM-100-DS	Prestan Ultralite Manikin (No CPR Monitor, Dark Skin, Single)	1	18%
CPR & Training Equipment	Prestan	PP-ULM-100M-MS	Prestan Ultralite Manikin (Include CPR Monitor, Medium Skin, Single)	1	18%
CPR & Training Equipment	Prestan	PP-ULM-100M-DS	Prestan Ultralite Manikin (Include CPR Monitor, Dark Skin, Single)	1	18%
CPR & Training Equipment	Prestan	PP-IM-100M-MS	Prestan Infant Manikin w/ CPR Feedback (Medium Skin)	1	18%
CPR & Training Equipment	Prestan	PP-IM-100M-DS	Prestan Infant Manikin w/ CPR Feedback (Dark Skin)	1	18%
CPR & Training Equipment	Prestan	PP-FM-600M-MS	Prestan Take2 Kit w/ CPR Feedback (Medium Skin, English/Spanish)	1	18%
CPR & Training Equipment	Prestan	PP-FM-600M-MS-02	Prestan Take2 Kit w/ CPR Feedback (Medium Skin, English/French)	1	18%
CPR & Training Equipment	Prestan	PP-FM-600M-DS	Prestan Take2 Kit w/ CPR Feedback (Dark Skin, English/Spanish)	1	18%
CPR & Training Equipment	Prestan	PP-FM-600M-DS-02	Prestan Take2 Kit w/ CPR Feedback (Dark Skin, English/French)	1	18%
CPR & Training Equipment	Prestan	PP-FM-500M-JTM-MS	Prestan Jaw Thrust Manikin, Family Pack w/ CPR Feedback	1	28%
CPR & Training Equipment	Prestan	PP-FM-300M-MS	Prestan Professional Manikin Collection with CPR Feedback (Medium Skin)	1	18%
CPR & Training Equipment	Prestan	PP-FM-300M-DS	Prestan Professional Manikin Collection with CPR Feedback (Dark Skin)	1	18%
CPR & Training Equipment	Prestan	PP-AM-2000-1-MS	Prestan Professional Series 2000 Adult Manikin (Medium Skin, 1 Manikin)	1	18%
CPR & Training Equipment	Prestan	PP-AM-2000-1-DS	Prestan Professional Series 2000 Adult Manikin (Dark Skin, 1 Manikin)	1	14%
CPR & Training Equipment	Prestan	PP-AM-100M-MS	Prestan Professional Adult Manikin w/ CPR Monitor	1	18%
CPR & Training Equipment	Prestan	PP-AM-100M-DS	Prestan Professional Adult Manikin w/ CPR Monitor	1	18%
CPR & Training Equipment	Prestan	PP-CM-100M-DS	Prestan Professional Child CPR Training Manikin w/ CPR Rate Monitor (1 Manikin, Dark Skin)	1	18%
CPR & Training Equipment	Prestan	PP-CM-100M-MS	Prestan Professional Child CPR Training Manikin w/ CPR Rate Monitor (1 Manikin, Medium Skin)	1	18%
CPR & Training Equipment	Prestan	PP-FM-500M-DS	Prestan CPR Training Manikin w/ CPR Rate Monitor, Family Pack (Dark Skin)	1	18%

CPR & Training Equipment	Prestan	PP-FM-500M-MS	Prestan CPR Training Manikin w/ CPR Rate Monitor, Family Pack (Medium Skin)	1	18%
CPR & Training Equipment	Prestan	11421	Carry Bag For Prestan Professional Adult Thrust Manikin (1 Manikin)	1	18%
CPR & Training Equipment	Prestan	11422	Carry Bag For Prestan Professional Adult Thrust Manikin (4 Manikins)	1	18%
Public Safety	Kemp USA	10-160-A	EMS Medical Supply Pack A	1	20%
Public Safety	Kemp USA	10-160-B	EMS Medical Supply Pack B	1	19%
Public Safety	Kemp USA	10-160-C	EMS Medical Supply Pack C	1	17%
Public Safety	Kemp USA	10-160-D	EMS Medical Supply Pack D	1	14%
Public Safety	Kemp USA	10-160-E	EMS Medical Supply Pack E	1	13%
Public Safety	Kemp USA	10-160-F	EMS Medical Supply Pack F	1	26%
Public Safety	Kemp USA	10-160-G	EMS Medical Supply Pack G	1	20%
Public Safety	Kemp USA	10-160-H	EMS Medical Supply Pack H	1	20%
Public Safety	Kemp USA	10-703	Kemp USA Complete First Aid Kit (10 Person)	1	10%
Public Safety	Kemp USA	10-705	Kemp USA Complete First Aid Kit (25 Person)	1	15%
Public Safety	Kemp USA	10-706	Kemp USA Complete First Aid Kit (50 Person)	1	19%
Public Safety	ZOLL	8911-001000-01	Mobilize Rescue Systems Comprehensive Trauma Kit - 8911-001000-01	1	19%
Public Safety	ZOLL	8911-002000-01	Mobilize Rescue System Mobile Trauma Kit - 8911-002000-01	1	19%
Public Safety	ZOLL	8911-005000-01	Mobilize Rescue Systems Public Access Trauma Kit - 8911-005000-01	1	19%
Public Safety	ZOLL	8911-003000-01	Mobilize Rescue Systems Compact Trauma Kit - 8911-003000-01	1	19%
Public Safety	ZOLL	8911-000490-01	Rigid Carry Case For Compact/Utility Mobilize Rescue Systems - 8911-000490-01	1	19%
Public Safety	ZOLL	8911-004000-01	Mobilize Rescue Systems Public Access Trauma Replacement Utility Kit - 8911-004000-01	1	19%
Public Safety	ZOLL	8911-000470-01	Alarmed Wall Cabinet For Mobilize Rescue Comprehensive & Mobile Trauma Kit	1	19%
Public Safety	Curaplex	8600-STB001B	Curaplex Stop the Bleed Kit, Basic - 8600-STB001B	1	16%
Public Safety	Curaplex	8600-STB003A	Curaplex Stop the Bleed Kit, Advanced - 8600-STB003A	1	16%
Public Safety	SAM Medical	KT901-V-EN	SAM Medical Bleeding Control Kit - KT901-V-EN	1	35%
Public Safety	SAM Medical	CT100-B-EN	Chitosam 100 Blood Clotting Dressing, 3" x 4" Z-Fold - CT100-B-EN	1	20%
Public Safety	SAM Medical	CT100-A-EN	Chitosam 100 Blood Clotting Dressing, 4" x 4" - CT100-A-EN	1	22%
Public Safety	SAM Medical	CT100-C-EN	Chitosam 100 Blood Clotting Dressing, 3" x 6" Z-Fold - CT100-C-EN	1	34%
Public Safety	SAM Medical	CS202-EN	SAM Chest Seal (Valved 2.0) - CS202-EN	1	24%
Public Safety	SAM Medical	CS201-EN	SAM Chest Seal (Non-Valved) - CS201-EN	1	24%
Public Safety	SAM Medical	CS203-EN	SAM Chest Seal (Combo) - CS203-EN	1	22%
Public Safety	SAM Medical	XT600-OR-EN	SAM XT Tourniquet (Orange) - XT600-OR-EN	1	30%
Public Safety	SAM Medical	XT600-BK-EN	SAM XT Tourniquet (Black) - XT600-BK-EN	1	30%
Public Safety	SAM Medical	XT600-BL-EN	SAM XT Tourniquet (Blue) - XT600-BL-EN	1	30%
Public Safety	SAM Medical	TS200-5P-EN	SAM Thorasite (5pk Bag) - TS200-5P-EN	1	26%
Public Safety	SAM Medical	TS200-25P-EN	SAM Thorasite (25pk Bag) - TS200-25P-EN	1	26%
Public Safety	LifeVac	LVT1002	LifeVac Choking Rescue Device, Home Kit - LVT1002	1	31%
Public Safety	LifeVac	LVTK7001-RC	LifeVac Choking Rescue Device, Travel Kit - LVTK7001-RC	1	31%
Public Safety	LifeVac	LVS3001	LifeVac Choking Rescue Device, School Kit - LVS3001	1	20%

Public Safety	LifeVac	LVE2001	LifeVac Choking Rescue Device, EMS Kit - LVE2001	1	34%
Public Safety	Allied Healthcare	AHP300-CASE	Allied Healthcare AHP300 Protective Wrap Case	1	29%
Public Safety	Allied Healthcare	AHP300-BAG	Allied Healthcare AHP300 Ventilator Circuit Bag	1	41%
Public Safety	Allied Healthcare	AHP300-WMSYS	Allied Healthcare AHP300 Wall Mount System	1	29%
Rapid Antigen Testing	BD Veritor	256066	BD Veritor Plus Analyzer	1	20%
Rapid Antigen Testing	BD Veritor	256073	BD Veritor Plus Analyzer Flu Combo Pack (60 Flu Tests)	1	35%
Rapid Antigen Testing	BD Veritor	256084	BD Veritor Plus Analyzer Covid Combo Pack (60 Covid Tests)	1	58%
Rapid Antigen Testing	BD Veritor	256095	BD Veritor Plus Covid/Flu Combo Pack (30 Covid + 30 Flu tests)	1	15%
Rapid Antigen Testing	Genabio	AP-GEN-19-10	Genabio COVID-19 Rapid Self-Test Kit (10/pk)	1	44%
Rapid Antigen Testing	Genabio	AP-GEN-19	Genabio COVID-19 Rapid Self-Test Kit (1/pk)	1	44%
PPE	Aurelia Sonic	AP-GLOVES-LG	Aurelia Sonic 100 Nitrile Examination Gloves, Indigo Blue (Large)	1	57%
PPE	Aurelia Sonic	AP-GLOVES-CS-LG	Aurelia Sonic 100 Nitrile Examination Gloves, Indigo Blue (Case - 10 Boxes x 100 Gloves, Large)	1	57%
PPE	Aurelia Sonic	AP-GLOVES-SMALL	Aurelia Sonic 100 Nitrile Examination Gloves, Indigo Blue (Small)	1	57%
PPE	Aurelia Sonic	AP-GLOVES-CS-SMALL	Aurelia Sonic 100 Nitrile Examination Gloves, Indigo Blue (Case - 10 Boxes x 100 Gloves, Small)	1	57%
PPE	Great Gloves	AP-GLOVES-GR-LG	Great Gloves Nitrile Examination Gloves, Chemotherapy & Fentanyl Resistant (Box - 100, Large)	1	57%
PPE	Great Gloves	AP-GLOVES-GR-LR-CS	Great Gloves Nitrile Examination Gloves, Chemotherapy & Fentanyl Resistant (Case - 10 Boxes x 100, Large)	1	57%
PPE	Care Gloves	AP-SNM500010-MEDIUM	Care Gloves Nitrile Examination PPE Gloves (Box - 100 Gloves, Medium)	1	57%
PPE	Care Gloves	AP-SNM500010-MED-CS	Care Gloves Nitrile Examination PPE Gloves (Case - 10 Boxes x 100 Gloves, Medium)	1	57%
PPE	Care Gloves	AP-SNM500010-LARGE	Care Gloves Nitrile Examination PPE Gloves (Box - 100 Gloves, Large)	1	57%
PPE	Care Gloves	AP-SNM500010-LG-CS	Care Gloves Nitrile Examination PPE Gloves (Case - 10 Boxes x 100 Gloves, Large)	1	57%
PPE	SFT1	AP-GLOVES-OS-MED	SFT1 Nitrile Examination Gloves (Box - 100 Gloves, Medium)	1	57%
PPE	SFT1	AP-GLOVES-OS-LG	SFT1 Nitrile Examination Gloves (Box - 100 Gloves, Large)	1	57%
PPE	SFT1	AP-GLOVES-OS-XL	SFT1 Nitrile Examination Gloves (Box - 100 Gloves, Extra Large)	1	57%
PPE	SFT1	AP-GLOVES-OS-MED-CS	SFT1 Nitrile Examination Gloves (Case - 10 Boxes x 100 Gloves, Medium)	1	57%
PPE	SFT1	AP-GLOVES-OS-LG-CS	SFT1 Nitrile Examination Gloves (Case - 10 Boxes x 100 Gloves, Large)	1	57%
PPE	SFT1	AP-GLOVES-OS-XL-CS	SFT1 Nitrile Examination Gloves (Case - 10 Boxes x 100 Gloves, Extra Large)	1	57%
PPE	SKINTX	50015-BX-LRG	SKINTX Nitrile Examination Gloves (Box - 100 Gloves, Large)	1	57%
PPE	SKINTX	50015-CASE-LRG	SKINTX Nitrile Examination Gloves (Case - 10 Boxes x 100 Gloves, Large)	1	57%
PPE	Empire	AP-GLOVES-EMPIRE	Empire Nitrile Examination Gloves (Box - 100 Gloves, Small)	1	57%
PPE	Empire	AP-GLOVES-EMPIRE-CS	Empire Nitrile Examination Gloves (Case - 10 Boxes x 100 Gloves, Small)	1	57%

A flat shipping rate of \$14.95 for order under \$1,000.00 applies.
Free shipping for orders above \$1,000.00
Vendor will provide shipping quotes for shipments to Alaska or Hawaii.

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

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a [list, link found at http:], as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D**to Master Price Agreement by and between VENDOR and PURCHASER.****REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS**

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding \$2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding \$100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding \$150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to "federal" denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to "federal" are specific to the United States federal government.

ATTACHMENT E

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 F

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 G

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

A restocking fee of 15% of the total amount for returned items.