

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“PPA” or “Purchaser”) and GearGrid LLC (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain Firefighting Equipment and related products and services, as further described herein; and

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

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No. 1605 for Firefighting Equipment; 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 FireRescue 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. 1605 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

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

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or

subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

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

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

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

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

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

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

1.10 “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 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.11 “Parties” shall mean the Purchaser and Vendor.

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 also add additional products and services 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. PPA 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 customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

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

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

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

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were

“Purchaser” hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

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

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

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

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.

3.3 In the event that Purchaser shall breach this agreement on more than one occasion, the time to remedy during the second breach shall be reduced to fifteen (15) days and the time to remedy under the third breach shall be reduced to ten (10) days. For the fourth breach and subsequent breaches, Vendor is not required to allow Purchaser any time to remedy the breach but may, at Vendor’s discretion, cancel this contract for cause immediately.

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; however, manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser. All invoices are due and must be paid within thirty (30) days of the invoice date.

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

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

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

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

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

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

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. 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.

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 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 owed to Vendor’s employees, 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 goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time which shall not exceed thirty (30) days after delivery to the Purchaser's Destination. Products not inspected within a reasonable time which shall not exceed thirty (30) days 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 to make the necessary inspection within thirty (30) days, 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 venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

GearGrid LLC
670 SW 15th Street
Forest Lake, MN 55025
ATTN: Renee Alexander

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. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

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

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor

and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

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

ARTICLE 24 - COUNTERPARTS

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

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

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contract Manager
Public Procurement Authority

Dated: 6/29/2017

VENDOR:

Signature: [Handwritten Signature]

Printed Name: Jeffrey P. Anderson

Title: National Sales Manager
GearGrid LLC

Dated: 6-29-2017

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

GearGrid LLC will provide the following pricing discount based on individual order volume. For each order received, price discounts will be provided as outlined below:

Orders \$1 to \$4999 – 0%

Orders \$5000 - \$9999 –1%

Orders \$10,000 + - 3%

WALL MOUNT - 18" WIDE OPENING

Part #	Product Description	Qty	W/O Doors		Part #	W/Doors
			Price			Price
401801	Bank of 1 Openings	1	\$369	LOT	401901	\$517
401802	Bank of 2 Openings	2	\$575	LOT	401902	\$866
401803	Bank of 3 Openings	3	\$779	LOT	401903	\$1,213
401804	Bank of 4 Openings	4	\$1,006	LOT	401904	\$1,584
401805	Bank of 5 Openings	5	\$1,226	LOT	401905	\$1,947
401806	Bank of 6 Openings	6	\$1,448	LOT	401906	\$2,313
401807	Bank of 7 Openings	7	\$1,670	LOT	401907	\$2,678
401808	Bank of 8 Openings	8	\$1,895	LOT	401908	\$3,047
401809	Bank of 9 Openings	9	\$2,125	LOT	401909	\$3,420
401810	Bank of 10 Openings	10	\$2,340	LOT	401910	\$3,779
401811	Bank of 11 Openings	11	\$2,572	LOT	401911	\$4,154
401812	Bank of 12 Openings	12	\$2,796	LOT	401912	\$4,523
401813	Bank of 13 Openings	13	\$3,022	LOT	401913	\$4,892
401814	Bank of 14 Openings	14	\$3,249	LOT	401914	\$5,262
401815	Bank of 15 Openings	15	\$3,477	LOT	401915	\$5,634
401816	Bank of 16 Openings	16	\$3,692	LOT	401916	\$5,992
401817	Bank of 17 Openings	17	\$3,922	LOT	401917	\$6,366
401818	Bank of 18 Openings	18	\$4,153	LOT	401918	\$6,741
401819	Bank of 19 Openings	19	\$4,384	LOT	401919	\$7,115
401820	Bank of 20 Openings	20	\$4,614	LOT	401920	\$7,490
401821	Bank of 21 Openings	21	\$4,845	LOT	401921	\$7,864
401822	Bank of 22 Openings	22	\$5,076	LOT	401922	\$8,239
401823	Bank of 23 Openings	23	\$5,307	LOT	401923	\$8,613
401824	Bank of 24 Openings	24	\$5,537	LOT	401924	\$8,988
401825	Bank of 25 Openings	25	\$5,768	LOT	401925	\$9,362
401826	Bank of 26 Openings	26	\$5,999	LOT	401926	\$9,737
401827	Bank of 27 Openings	27	\$6,229	LOT	401927	\$10,111
401828	Bank of 28 Openings	28	\$6,460	LOT	401928	\$10,486
401829	Bank of 29 Openings	29	\$6,691	LOT	401929	\$10,860
401830	Bank of 30 Openings	30	\$6,922	LOT	401930	\$11,235

401831	Bank of 31 Openings	31	\$7,152	LOT	401931	\$11,609
401832	Bank of 32 Openings	32	\$7,383	LOT	401932	\$11,984
401833	Bank of 33 Openings	33	\$7,614	LOT	401933	\$12,358
401834	Bank of 34 Openings	34	\$7,844	LOT	401934	\$12,733
401835	Bank of 35 Openings	35	\$8,075	LOT	401935	\$13,107

WALL MOUNT - 20" WIDE OPENING

Part #	Product Description	Qty	W/O Doors		Part #	W/Doors
			Price			Price
402001	Bank of 1 Opening	1	\$369	LOT	402101	\$502
402002	Bank of 2 Openings	2	\$575	LOT	402102	\$840
402003	Bank of 3 Openings	3	\$779	LOT	402103	\$1,177
402004	Bank of 4 Openings	4	\$1,006	LOT	402104	\$1,538
402005	Bank of 5 Openings	5	\$1,226	LOT	402105	\$1,890
402006	Bank of 6 Openings	6	\$1,448	LOT	402106	\$2,245
402007	Bank of 7 Openings	7	\$1,670	LOT	402107	\$2,600
402008	Bank of 8 Openings	8	\$1,895	LOT	402108	\$2,958
402009	Bank of 9 Openings	9	\$2,125	LOT	402109	\$3,321
402010	Bank of 10 Openings	10	\$2,340	LOT	402110	\$3,669
402011	Bank of 11 Openings	11	\$2,572	LOT	402111	\$4,033
402012	Bank of 12 Openings	12	\$2,796	LOT	402112	\$4,391
402013	Bank of 13 Openings	13	\$3,022	LOT	402113	\$4,749
402014	Bank of 14 Openings	14	\$3,249	LOT	402114	\$5,109
402015	Bank of 15 Openings	15	\$3,477	LOT	402115	\$5,470
402016	Bank of 16 Openings	16	\$3,692	LOT	402116	\$5,817
402017	Bank of 17 Openings	17	\$3,922	LOT	402117	\$6,181
402018	Bank of 18 Openings	18	\$4,153	LOT	402118	\$6,545
402019	Bank of 19 Openings	19	\$4,384	LOT	402119	\$6,908
402020	Bank of 20 Openings	20	\$4,614	LOT	402120	\$7,272
402021	Bank of 21 Openings	21	\$4,845	LOT	402121	\$7,635
402022	Bank of 22 Openings	22	\$5,076	LOT	402122	\$7,999
402023	Bank of 23 Openings	23	\$5,307	LOT	402123	\$8,363
402024	Bank of 24 Openings	24	\$5,537	LOT	402124	\$8,726
402025	Bank of 25 Openings	25	\$5,768	LOT	402125	\$9,090
402026	Bank of 26 Openings	26	\$5,999	LOT	402126	\$9,453
402027	Bank of 27 Openings	27	\$6,229	LOT	402127	\$9,817
402028	Bank of 28 Openings	28	\$6,460	LOT	402128	\$10,181
402029	Bank of 29 Openings	29	\$6,691	LOT	402129	\$10,544
402030	Bank of 30 Openings	30	\$6,922	LOT	402130	\$10,908
402031	Bank of 31 Openings	31	\$7,152	LOT	402131	\$11,271
402032	Bank of 32 Openings	32	\$7,383	LOT	402132	\$11,635
402033	Bank of 33 Openings	33	\$7,614	LOT	402133	\$11,998
402034	Bank of 34 Openings	34	\$7,844	LOT	402134	\$12,362
402035	Bank of 35 Openings	35	\$8,075	LOT	402135	\$12,726

WALL MOUNT - 24" WIDE OPENING

Part #	Product Description	Qty	W/O Doors		Part #	W/Doors
			Price			Price
402401	Bank of 1 Opening	1	\$385	LOT	402501	\$523
402402	Bank of 2 Openings	2	\$602	LOT	402502	\$878
402403	Bank of 3 Openings	3	\$820	LOT	402503	\$1,234
402404	Bank of 4 Openings	4	\$1,059	LOT	402504	\$1,611
402405	Bank of 5 Openings	5	\$1,292	LOT	402505	\$1,982

402406	Bank of 6 Openings	6	\$1,529	LOT	402506	\$2,357
402407	Bank of 7 Openings	7	\$1,762	LOT	402507	\$2,728
402408	Bank of 8 Openings	8	\$2,001	LOT	402508	\$3,105
402409	Bank of 9 Openings	9	\$2,244	LOT	402509	\$3,487
402410	Bank of 10 Openings	10	\$2,473	LOT	402510	\$3,853
402411	Bank of 11 Openings	11	\$2,717	LOT	402511	\$4,235
402412	Bank of 12 Openings	12	\$2,955	LOT	402512	\$4,611
402413	Bank of 13 Openings	13	\$3,195	LOT	402513	\$4,989
402414	Bank of 14 Openings	14	\$3,433	LOT	402514	\$5,365
402415	Bank of 15 Openings	15	\$3,677	LOT	402515	\$5,747
402416	Bank of 16 Openings	16	\$3,906	LOT	402516	\$6,114
402417	Bank of 17 Openings	17	\$4,150	LOT	402517	\$6,496
402418	Bank of 18 Openings	18	\$4,394	LOT	402518	\$6,878
402419	Bank of 19 Openings	19	\$4,638	LOT	402519	\$7,260
402420	Bank of 20 Openings	20	\$4,882	LOT	402520	\$7,643
402421	Bank of 21 Openings	21	\$5,126	LOT	402521	\$8,025
402422	Bank of 22 Openings	22	\$5,370	LOT	402522	\$8,407
402423	Bank of 23 Openings	23	\$5,615	LOT	402523	\$8,789
402424	Bank of 24 Openings	24	\$5,859	LOT	402524	\$9,171
402425	Bank of 25 Openings	25	\$6,103	LOT	402525	\$9,553
402426	Bank of 26 Openings	26	\$6,347	LOT	402526	\$9,935
402427	Bank of 27 Openings	27	\$6,591	LOT	402527	\$10,318
402428	Bank of 28 Openings	28	\$6,835	LOT	402528	\$10,700
402429	Bank of 29 Openings	29	\$7,079	LOT	402529	\$11,082
402430	Bank of 30 Openings	30	\$7,323	LOT	402530	\$11,464
402431	Bank of 31 Openings	31	\$7,567	LOT	402531	\$11,846
402432	Bank of 32 Openings	32	\$7,812	LOT	402532	\$12,228
402433	Bank of 33 Openings	33	\$8,056	LOT	402533	\$12,610
402434	Bank of 34 Openings	34	\$8,300	LOT	402534	\$13,003
402435	Bank of 35 Openings	35	\$8,544	LOT	402535	\$13,375

WALL MOUNT - 24" WIDE x 24" DEEP OPENING

Part #	Product Description	Qty	W/O Doors		Part #	W/Doors	
			Price			Price	
412401	Bank of 1 Opening	1	\$482	LOT	412501	\$654	
412402	Bank of 2 Openings	2	\$752	LOT	412502	\$1,097	
412403	Bank of 3 Openings	3	\$1,025	LOT	412503	\$1,542	
412404	Bank of 4 Openings	4	\$1,324	LOT	412504	\$2,014	
412405	Bank of 5 Openings	5	\$1,615	LOT	412505	\$2,477	
412406	Bank of 6 Openings	6	\$1,911	LOT	412506	\$2,946	
412407	Bank of 7 Openings	7	\$2,203	LOT	412507	\$3,411	
412408	Bank of 8 Openings	8	\$2,502	LOT	412508	\$3,882	
412409	Bank of 9 Openings	9	\$2,805	LOT	412509	\$4,358	
412410	Bank of 10 Openings	10	\$3,091	LOT	412510	\$4,817	
412411	Bank of 11 Openings	11	\$3,396	LOT	412511	\$5,294	
412412	Bank of 12 Openings	12	\$3,694	LOT	412512	\$5,764	
412413	Bank of 13 Openings	13	\$3,994	LOT	412513	\$6,237	
412414	Bank of 14 Openings	14	\$4,291	LOT	412514	\$6,707	
412415	Bank of 15 Openings	15	\$4,596	LOT	412515	\$7,184	
412416	Bank of 16 Openings	16	\$4,882	LOT	412516	\$7,643	
412417	Bank of 17 Openings	17	\$5,187	LOT	412517	\$8,120	
412418	Bank of 18 Openings	18	\$5,492	LOT	412518	\$8,598	

412419	Bank of 19 Openings	19	\$5,798	LOT	412519	\$9,076
412420	Bank of 20 Openings	20	\$6,103	LOT	412520	\$9,553
412421	Bank of 21 Openings	21	\$6,408	LOT	412521	\$10,031
412422	Bank of 22 Openings	22	\$6,713	LOT	412522	\$10,509
412423	Bank of 23 Openings	23	\$7,018	LOT	412523	\$10,986
412424	Bank of 24 Openings	24	\$7,323	LOT	412524	\$11,464
412425	Bank of 25 Openings	25	\$7,628	LOT	412525	\$11,942
412426	Bank of 26 Openings	26	\$7,934	LOT	412526	\$12,419
412427	Bank of 27 Openings	27	\$8,239	LOT	412527	\$12,897
412428	Bank of 28 Openings	28	\$8,544	LOT	412528	\$13,375
412429	Bank of 29 Openings	29	\$8,849	LOT	412529	\$13,852
412430	Bank of 30 Openings	30	\$9,154	LOT	412530	\$14,330
412431	Bank of 31 Openings	31	\$9,459	LOT	412531	\$14,808
412432	Bank of 32 Openings	32	\$9,764	LOT	412532	\$15,285
412433	Bank of 33 Openings	33	\$10,070	LOT	412533	\$15,763
412434	Bank of 34 Openings	34	\$10,375	LOT	412534	\$16,253
412435	Bank of 35 Openings	35	\$10,680	LOT	412535	\$16,718

WALL MOUNT FURRING SUPPORT OPTION

<u>Part#</u>	<u>Product Description</u>	<u>Price</u>
401044-2	2" Furring Mount	\$18 EA
401044-3	3" Furring Mount	\$18 EA
401044-4	4" Furring Mount	\$18 EA
401044-5	5" Furring Mount	\$18 EA
401044-6	6" Furring Mount	\$18 EA
401044-7	7" Furring Mount	\$18 EA
401044-8	8" Furring Mount	\$18 EA
	Furring System for Power Bar Rail	\$22 EA

MOBILE - 18" WIDE OPENING

<u>Part #</u>	<u>Product Description</u>	<u>W/O Doors</u>		<u>Part #</u>	<u>W/Doors</u>
		<u>Qty</u>	<u>Price</u>		<u>Price</u>
SINGLE SIDED SYSTEMS					
421802	2-Pack Unit	2	\$759 LOT	421902	\$1,025
421803	3-Pack Unit	3	\$915 LOT	421903	\$1,313
421805	4-Pack Single Sided Unit	4	\$1,221 LOT	421905	\$1,752
DOUBLE SIDED SYSTEMS					
421804	4-Pack Back to Back Unit	4	\$1,094 LOT	421904	\$1,625
421806	6-Pack Back to Back Unit	6	\$1,364 LOT	421906	\$2,161
421118	8-Pack Back to Back Unit	8	\$1,611 LOT	421108	\$2,707

MOBILE - 20" WIDE OPENING

<u>Part #</u>	<u>Product Description</u>	<u>W/O Doors</u>		<u>Part #</u>	<u>W/Doors</u>
		<u>Qty</u>	<u>Price</u>		<u>Price</u>
SINGLE SIDED SYSTEMS					
422002	2-Pack Unit	2	\$759 LOT	422102	\$1,025
422003	3-Pack Unit	3	\$915 LOT	422103	\$1,313
DOUBLE SIDED SYSTEMS					
422004	4-Pack Back to Back Unit	4	\$1,094 LOT	422104	\$1,625
422006	6-Pack Back to Back Unit	6	\$1,364 LOT	422106	\$2,161

422107 6-Pack Back to Back Unit w/3 Doors \$1,774

MOBILE - 24" WIDE OPENING

<u>Part #</u>	<u>Product Description</u>	<u>W/O Doors</u>			<u>Part #</u>	<u>W/Doors Price</u>
		<u>Qty</u>	<u>Price</u>			
SINGLE SIDED SYSTEMS						
422402	2-Pack Unit	2	\$792	LOT	422502	1,068
422403	3-Pack Unit	3	\$954	LOT	422503	1,368
DOUBLE SIDED SYSTEMS						
			\$0			
422405	4-Pack Back to Back Unit	4	\$1,132	LOT	422504	1,684
422406	6-Pack Back to Back Unit	6	\$1,444	LOT	422506	2,272
422507	6-Pack Back to Back Unit w/3 Doors					1,858

MOBILE SYSTEM BASES & BASE KITS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>
BASE ONLY		
<u>20" Models</u>		
422087	20" 2 Pack Base Only	\$74 EA
422099	20" 3 Pack Base Only	\$96 EA
422096	20" 4 Pack Base Only	\$106 EA
422098	20" 6 Pack Base Only	\$128 EA
<u>24" Models</u>		
422490	24" 2 Pack Base Only	\$84 EA
422499	24" 3 Pack Base Only	\$106 EA
422491	24" 4 Pack Base Only	\$116 EA
422498	24" 6 Pack Base Only	\$138 EA
BASE KITS		
<u>20" Models</u>		
422075	20" 2 Pack Base Kit	\$138 EA
422085	20" 3 Pack Base Kit	\$160 EA
422077	20" 4 Pack Base Kit	\$170 EA
422076	20" 6 Pack Base Kit	\$191 EA
<u>24" Models</u>		
422073	24" 2 Pack Base Kit	\$148 EA
422497	24" 3 Pack Base Kit	\$170 EA
	24" 4 Pack Base Kit	\$180 EA
	24" 6 Pack Base Kit	\$202 EA

MOBILE SUPPORT OPTIONS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>
401026	Leveler Kit	\$64 Kit of 4
401027	Floor Mount Extension Kit	\$56 Kit of 4

WALL MOUNT - PUBLIC EDUCATION LOCKERS - 24"W x 20"D x 50 1/4"H

<u>Part #</u>	<u>Product Description</u>	<u>Qty</u>	<u>W/O Doors Price</u>
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432401	Bank of 1 Opening	1	\$357	LOT
432402	Bank of 2 Openings	2	\$546	LOT
432403	Bank of 3 Openings	3	\$737	LOT
432404	Bank of 4 Openings	4	\$950	LOT
432405	Bank of 5 Openings	5	\$1,156	LOT
432406	Bank of 6 Openings	6	\$1,365	LOT
432407	Bank of 7 Openings	7	\$1,571	LOT
432408	Bank of 8 Openings	8	\$1,782	LOT
432409	Bank of 9 Openings	9	\$1,999	LOT
432410	Bank of 10 Openings	10	\$2,199	LOT
432411	Bank of 11 Openings	11	\$2,415	LOT
432412	Bank of 12 Openings	12	\$2,627	LOT
432413	Bank of 13 Openings	13	\$2,840	LOT
432414	Bank of 14 Openings	14	\$3,051	LOT
432415	Bank of 15 Openings	15	\$3,267	LOT
	Bank of 16 or above		\$218	Per Opening

GEARGRID ACCESSORIES

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
401050	Binder Rack	\$13	EA
401059	Backboard Racks	\$56	SET
434048	Backboard Basket	\$38	EA
401013	GearDryer Coat Drying Hanger	\$12	EA
401012	GearGlove Drying Hanger	\$12	EA
401037	GearHanger Hanging Rod 18"	\$20	EA
401020	GearHanger Hanging Rod 20"	\$20	EA
401024	GearHanger Hanging Rod 24"	\$20	EA
401024-1	GearHanger Hanging Rod 24" - Single Op.	\$20	EA
401020-1	GearHanger Hanging Rod 20" - Single Op.	\$20	EA
401037-1	GearHanger Hanging Rod 18" - Single Op.	\$20	EA
492031	GearHanger Secure Bracket (Kit)	\$5	EA
401021	HeavyHanger	\$12	EA
401103	Trouser Hanger	\$20	EA
401022	Helmet Holder	\$12	EA
430038	Medical Glove Rack	\$12	EA
401011	Secure Storage Box 6" x 6" x 11"	\$50	EA
500218	Secure Storage Box 6" x 12" X 11"	\$77	EA
412150	Stow-Away-Seat	\$52	EA
434204	Benches 72"L x 20"D x 21"H	\$464	EA
	<u>Power Bar 20"</u>	\$34	EA
402191	20" 1 Start PowerBar Rail	\$34	
402194	20" 2 Start PowerBar Rail	\$68	
402196	20" 3 Start PowerBar Rail	\$102	
402193	20" 2 Extension PowerBar Rail	\$68	
402195	20" 3 Extension PowerBar Rail	\$102	
402189	20" 4 Pack PowerBar Rail	\$116	
402190	20" 6 Pack PowerBar Rail	\$176	
	<u>Power Bar 24"</u>	\$36	EA
402591	24" 1 Start PowerBar Rail	\$36	

402594	24" 2 Start PowerBar Rail	\$72	
402596	24" 3 Start PowerBar Rail	\$108	
402593	24" 2 Extension PowerBar Rail	\$72	
402595	24" 3 Extension PowerBar Rail	\$108	
402589	24" 4 Pack PowerBar Rail	\$126	
402590	24" 6 Pack PowerBar Rail	\$188	
	<u>Top-Side Storage Shelf 18"</u>	\$26	EA
401849	18" 1 Start Top Storage Shelf	\$26	
401850	18" 2 Start Top Storage Shelf	\$52	
401852	18" 3 Start Top Storage Shelf	\$77	
401851	18" 2 Extension Top Storage Shelf	\$52	
401853	18" 3 Extension Top Storage Shelf	\$77	
	<u>Top-Side Storage Shelf 20"</u>	\$26	EA
412181	20" 1 Start Top Storage Shelf	\$26	
412184	20" 2 Start Top Storage Shelf	\$52	
412186	20" 3 Start Top Storage Shelf	\$77	
412183	20" 2 Extension Top Storage Shelf	\$52	
412185	20" 3 Extension Top Storage Shelf	\$77	
	<u>Top-Side Storage Shelf 24"</u>	\$28	EA
412581	24" 1 Start Top Storage Shelf	\$28	
412584	24" 2 Start Top Storage Shelf	\$56	
412586	24" 3 Start Top Storage Shelf	\$83	
412583	24" 2 Extension Top Storage Shelf	\$56	
412585	24" 3 Extension Top Storage Shelf	\$83	
	<u>Top-Side Storage Shelf 24" x 32"D</u>		
412587	24" 3 Start - Used for FDNY	\$42	Per Opening

MOBILE DIVE LOCKER DELUXE SYSTEMS & 32" Deep Storage Systems

Mobile Dive Locker Deluxe System

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>		
422909	LKR-Mobile-24"-3 Pack Dive System	\$1,866	EA	Base Price - (Does not include doors, or accessories.)
422923	LKR-Mobile-24x32 No Door Deluxe Dive			
422909	LKR-Mobile-24x32 2-Door Deluxe Dive			Old part name: LKR-Mobile -24x32 Deluxe Dive
422924	LKR-Mobile 24x32 4-Door Deluxe Dive			
422925	LKR-Mobile 24x32 6-Door Deluxe Dive			
403297	Flat Shelf	\$33	EA	
403298	Flat Shelf w/nameplate Holder	\$39	EA	

Wall Mount 32" Deep Storage System

<u>Part #</u>	<u>Product Description</u>	<u>Qty</u>	<u>W/O Doors</u>			<u>W/Doors</u>	
			<u>Price</u>			<u>Part #</u>	<u>Price</u>
403201	Bank of 1 Opening	1	\$539	LOT	403301	\$677	

403202	Bank of 2 Openings	2	\$842	LOT	403302	\$1,118
403203	Bank of 3 Openings	3	\$1,147	LOT	403303	\$1,561
403204	Bank of 4 Openings	4	\$1,483	LOT	403304	\$2,035
403205	Bank of 5 Openings	5	\$1,809	LOT	403305	\$2,499
403206	Bank of 6 Openings	6	\$2,141	LOT	403306	\$2,969
403207	Bank of 7 Openings	7	\$2,468	LOT	403307	\$3,434
403208	Bank of 8 Openings	8	\$2,801	LOT	403308	\$3,905
403209	Bank of 9 Openings	9	\$3,143	LOT	403309	\$4,385
403210	Bank of 10 Openings	10	\$3,462	LOT	403310	\$4,842
403211	Bank of 11 Openings	11	\$3,803	LOT	403311	\$5,321
403212	Bank of 12 Openings	12	\$4,138	LOT	403312	\$5,794
403213	Bank of 13 Openings	13	\$4,474	LOT	403313	\$6,269
403214	Bank of 14 Openings	14	\$4,807	LOT	403314	\$6,739
403215	Bank of 15 Openings	15	\$5,148	LOT	403315	\$7,218

SUPPORTS FOR 32"D WALL MOUNT SYSTEM

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>		
841603	Front Leg Assembly	\$38	EA	Use one every 32" w/items below
242460	24" 1 Start Front Support Tube	\$19	EA	
242461	24" 2 Start Front Support Tube	\$22	EA	
242463	24" 2 Ext. Front Support Tube	\$30	EA	
242462	24" 3 Start Front Support Tube	\$24	EA	
		\$		
242464	24" 3 Ext. Front Support Tube	38.00	EA	

Mobile 32" Deep Storage System

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>		<u>Part #</u>	<u>Price</u>	
		<u>W/o</u>			<u>W/ Doors</u>	
		<u>Doors</u>				
403232	32" SCUBA Mobile Locker 2-Pk	2	\$1,241	LOT	403332	\$1,517
403233	32" SCUBA Mobile Locker 3-Pk	3	\$1,452	LOT	403333	\$1,866

ACCESSORIES & COMPONENTS FOR 32" DEEP SYSTEM

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
	SCUBA 32" Shelves (max: 5 per section)	\$59	EA
403296	32" Flat Bottom Shelf	\$33	EA
403297	32" Flat Top Shelf w/Nameplate Holder	\$39	EA
403298	SCUBA 24W x 32"D 3 Pk Locker w/Doors, Hvy Bs	\$1,793	EA
403335	Nameplate Holder for Locker Shelf	\$6	EA
401028	Nameplate Holder for Locker Door	\$6	EA
401030	Top Hood Enclosure 32"	\$42	EA
403285	24" 3 Start - Used for FDNY	\$42	Per Opening
412587	Dive Hanger - Pull Down	\$155	EA
422904			

HOSE & CYLINDER SYSTEMS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
422401	5-Shelf Mini Mobile Hose Unit w/Winder Base Unit-20"D	\$1,090	EA

422404	HD Mobile Hose/Cylinder Storage Base Unit- 26" D	\$1,344	EA
422400	Mini Mobile Hose/Cylinder Storage Base Unit-20"D	\$565	EA
422408	Mobile Hose Mini 3 Pack Base Unit Mobile Hose Mini 3 Pack w/Heavy Base	\$932	EA
412490	Hose Shelf	\$1,263	EA
412494	LDH Hose Shelf	\$52	EA
412491	SCBA Cylinder Shelf	\$52	EA
		\$41	EA
		\$0	
434098	A-Frame SCBA Rack	\$1,591	EA
412200	O2 Cylinder - 4 Place Shelf	\$50	EA

SLINGER WORKSTATIONS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>		<u>Price</u>	<u>Price</u>
	<u>Mini Workstation - 4'</u>	Laminate		Butcher Block	
434117	Mini Slinger Unit w/o doors	\$685	EA	\$773	\$1,265
434118	Mini Slinger Unit w/1 door	\$766	EA	\$854	\$1,346
434119	Mini Slinger Unit w/2 doors	\$848	EA	\$935	\$1,428
	<u>Standard Workstation - 6'</u>	Laminate		Butcher Block	
434120	Slinger Unit w/o doors	\$1,004	EA	\$1,133	\$1,515
434121	Slinger Unit w/1 door	\$1,086	EA	\$1,214	\$1,597
434122	Slinger Unit w/2 doors (1 outside & 1 middle dr)	\$1,167	EA	\$1,296	\$1,678
434123	Slinger Unit w/2 doors (No Middle Door)	\$1,167	EA	\$1,296	\$1,678
434124	Slinger Unit w/3 doors	\$1,248	EA	\$1,377	\$1,759

SLINGER WORKSTATION ACCESSORIES & COMPONENTS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
403299	24"Wx26"D Slinger Flat Shelf	\$33	EA
412491	24" SCBA Cylinder Shelf	\$41	EA
412200	O2 Cylinder- 4 Place Shelf	\$50	EA
504054	Neoprene Mat	\$98	EA
422108	Door	\$81	EA
492026	Zico Bracket 3" Mount Kit	\$22	EA
430026	4 Prong Hook	\$8	EA
401002	Single Hook	\$4	EA
430025	Tool Holder (Broom hook in broom rack system)	\$8	EA
491029	Bridle Rack w/o Sheet Metal	\$10	EA
401002	Apparel Hook	\$4	EA
502879	3 Start Power Bar Rail	\$108	EA

Slinger Topside Shelves & Tool Grids

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
434007-			
4	4' Wall-Mount Tool Grid	\$111	EA
434007-			
6	6' Wall-Mount Tool Grid	\$157	EA

434043	4' Topside Wall-Mount Topside Shelf 48"L x 18"D	\$81	can hold up to 100 lbs
434041	6' Topside Wall-Mount Topside Shelf 72"L x 18"D	\$109	can hold up to 150 lbs
434044	4' Topside Wall-Mount Topside Shelf w/ hangbar kit	\$119	EA \$25.00 (Kit only)
434042	6' Topside Wall-Mount Topside Shelf w/ hangbar kit	\$165	EA \$35.00 (Kit only)
450032	4' Attached Tool Grid & Topside Shelf	\$355	EA
450031	6' Attached Tool Grid & Topside Shelf	\$438	EA

Slinger Table Top Options

<u>Part #</u>	<u>Product Description</u>		
504275	4' - Black		
504274	4' - Granite		
504283	4' - Butcher Block		
504276	4' - Stainless Steel	(Core Part #500333)	
504278	6' - Black		
504277	6' - Granite		
504284	6' - Butcher Block		
504279	6' - Stainless Steel	(Core Part #500332)	

HOSE DRYING SYSTEMS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
431000	Mobile Hose Drying System (only)	\$1,632	EA
432000	Mobile Hose Drying System Winder (only)	\$421	EA
434000	Wall Mount Hose Drying System	\$1,632	EA
433600	Compact Upright Hose Dryer - Base Unit	\$481	EA
504102	Compact Upright Hose Dryer - Hose Shelf	\$66	EA
504101	Compact Upright Hose Dryer - SS Hose Shelf	\$142	EA
434032	Windsor Outdoor Hose Drying Rack	\$3,278	EA

HOSE WINDERS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
434202	Mobile Hose Winder	\$876	EA
434001	GRP Hose Winder	\$587	EA
440026	GRP Hose Winder - WM Bracket	\$48	EA
	(Below Not Shown in Brochure)		
401039	Hose Tamer Cart (only)	\$494	EA
401041	Hose Tamer Cart Hose Winder (only)	\$367	EA
412191	Hose Tamer Cart Hose Shelf (only)	\$52	EA

CYLINDER STORAGE SYSTEMS

MOBILE AIR PACK RACK

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
	Sm Air Pack Rack - 8 Air Pack/6		
434009	Cylinder	\$1,446	EA
	Lg Air Pack Rack - 12 Air Pack/12		
434015	Cylinder	\$1,808	EA
401046	Zico Bracket - ULLH	\$126	EA
501327	8"x2" Pneumatic Tire - Swivel		
501328	8"x2" Pneumatic Tire - Rigid		

SCBA MOBILE CYLINDER CART

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
401039	SCBA Cylinder Cart (only)	\$494	EA
401040	SCBA Cylinder Shelf (only)	\$41	EA
401052	Velcro Cylinder Straps	\$11	EA

MIAMI SYSTEM

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>		Old Part #
	Miami System - Base Unit w/o			
434099	Doors	\$820	EA	434047
434100	Miami System - Base Unit w/Doors	\$1,038	EA	434034
401136	Miami System - Flat Shelf	\$66	EA	401074
	Miami SCBA Cylinder Shelf - 6			
401137	Bottle - 6.9<	\$94	EA	401064
	Miami SCBA Cylinder Shelf - 5			
401143	Bottle - 6.9>	\$94	EA	
401082	Miami System - Hanging Rod	\$56	EA	
	Miami System - Flat Shelf			
	(Stainless)	\$142	EA	
	Miami SCBA Cylinder Shelf (
	Stainless)	\$203	EA	
402200	Miami O2 Cylinder Shelf	\$116	EA	

STATION WAGON

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
492027	Station Wagon w/Pneumatic Tires	\$464	EA
492027	Station Wagon w/Never Flat Tires	\$567	EA
491016	Pneumatic Tires		
491015	Never Flat Tires		
454900	A-Frame	\$203	EA
434110	Hose Basket	\$62	EA
	Hose Basket Divider (incl. w/above		
434116	part #)		EA
434016	6 Place Cylinder Carrier - 7"	\$62	EA
434011	6 Place Cylinder Carrier - 7.75"	\$62	EA
430042	8 Place - O2 Cylinder Carrier	\$77	EA
504281	Aluminum Tub	\$515	EA
	Station Wagon Lift	\$2,575	EA

APPARATUS STORAGE

SWINGOUT & STATIONARY TOOL GRIDS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u> <i>(Width under 52")</i>	<u>Price</u> <i>(Width over 52")</i>	<u>Old Part #'s</u>
COMMERCIAL PRICING				
434045	Stationary Tool Grid	\$350 EA	\$420	
434052	Single Swingout Tool Grid	\$1,100 EA	\$1,320	434020
434053	Double Swingout Tool Grid	\$1,500 EA	\$1,800	434021

APPARATUS MFG PRICING		20% Discounted Pricing		
434045	Stationary Tool Grid	\$280 EA	\$336	
434052	Single Swingout Tool Grid	\$880 EA	\$1,056	
434053	Double Swingout Tool Grid	\$1,200 EA	\$1,440	
434055	French Door Swingout Tool Grid	\$1,100 EA	\$1,340	

APPARATUS DEALERS		10% Discounted Pricing		
434045	Stationary Tool Grid	\$315 EA	\$378	
434052	Single Swingout Tool Grid	\$990 EA	\$1,188	
434053	Double Swingout Tool Grid	\$1,350 EA	\$1,620	

PULLOUT TOOL GRIDS	
434071	Pullout Tool Grid 500 lb. w/70% ext.
434046	Pullout Tool Grid 500 lb. w/100% ext.
434072	Pullout Tool Grid 1000 lb. w/70% ext.
434070	Pullout Tool Grid 1000 lb. w/100% ext.

TOOL GRID ACCESSORIES & COMPONENTS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>
504232	1" Offset Bracket	\$32 EA
504233	2" Offset Bracket	\$32 EA
504234	3" Offset Bracket	\$32 EA
504235	4" Offset Bracket	\$32 EA
434022	Axe Holder	\$15 EA
434025	Pick Head Axe Holder	\$15 EA
434026	D-Handle Holder	\$15 EA
434024	Maul Head Holder	\$15 EA
434023	Secure Tool Holder	\$26 EA
503963	Amber Light for Tool Rack	\$10 EA

*Note - Heights less than 19" will not include the amber light

LOCKER SHIELDS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>
<u>TOPSIDE LOCKER SHIELDS</u>		
401073	20" - 2 Pack	\$361 EA
401084	20" - 3 Pack	\$361 EA
401085	20" - 6 Pack	\$721 EA
401078	24" - 3 Pack	\$361 EA
401079	24" - 6 Pack	\$721 EA

END CAP & DOOR LOCKER SHIELD

401083	End Cap	\$137	EA
	Door Cap	\$137	EA
<u>TOTAL LOCKER SHIELD</u>			
402088	20" - 2 Pack		
402086	20" - 3 Pack	\$489	EA
402087	20" - 6 Pack	\$618	EA
401057	24" - 3 Pack	\$489	EA
401058	24" - 6 Pack	\$618	EA
401109	Seattle System - 3 Pack	\$606	EA
401110	Miami System	\$521	EA
402085	6' Slinger Workstation	\$583	EA
402084	HD Hose/Cylinder Storage System	\$710	EA
401147	LA Drying System	\$541	EA
504323	Mini Mobile Hose	\$361	EA

LOGO OPTIONS

13" - Custom Logo	\$114	EA
24" - Custom Logo	\$137	EA
"Fire Equipment" Logo	\$43	EA

CLEANING & DRYING SYSTEMS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
440037	LA Drying System	\$796	EA

WASH & BROOM RACKS

434008-4	4' - Broom Rack	\$111	EA
434008-5	5' - Broom Rack	\$135	EA
434008-6	6' - Broom Rack	\$157	EA
434007-4	4' - Wash Rack	\$111	EA
434007-5	5' - Wash Rack	\$135	EA
434007-6	6' - Wash Rack	\$157	EA

MISC PARTS & PRODUCTS

<u>Part #</u>	<u>Product Description</u>	<u>Price</u>	
702001	Vehicle Detail Center (Base Unit)	\$412	EA
702426	Wash Accessory Kit	\$103	EA
	Additional Shelf w/Liner	\$31	EA

18" Parts

401891	18" 1 Start	\$21	EA
401894	18" 2 Start	\$31	EA
401896	18" 3 Start	\$39	EA
401893	18" 2 Extension	\$31	EA
401895	18" 3 Extension	\$39	EA
401897	18" Bottom Shelf	\$22	EA
401898	18" Top Shelf	\$26	EA
401899	18" Back Panel	\$50	EA
401999	18" Door Locker	\$133	EA

Add install & left side kits - Part #'s below

421999	18" Retro Door Kit		
	Wall Mount Retro Door - Run of 1	\$196	Per Door
	Wall Mount Retro Door - Run of 2	\$196	Per Door
	Wall Mount Retro Door - Run of 3	\$191	Per Door

	Wall Mount Retro Door - Run of 4	\$191	Per Door	
	Wall Mount Retro Door - Run of 5 or Above	\$185	Per Door	
	Mobile Retro Door - 3 Pack	\$191	Per Door	
	Mobile Retro Door - 6 Pack	\$185	Per Door	
	<u>20" Parts</u>			
402099	20" Back Panel	\$50	EA	
402098	20" Top Shelf	\$26	EA	
402097	20" Bottom Shelf	\$22	EA	
402198	20" Top Locker Enclosure Shelf for Wall- Mount	\$27	EA	NOTE ON QUOTES TO DRILL FOR TOP ENCLOSURES
402199	20" Door	\$133	EA	
422199	20" Retro Door Kit			Add install & left side kits - Part #'s below
	Wall Mount Retro Door - Run of 1	\$196	Per Door	
	Wall Mount Retro Door - Run of 2	\$196	Per Door	
	Wall Mount Retro Door - Run of 3	\$191	Per Door	
	Wall Mount Retro Door - Run of 4	\$191	Per Door	
	Wall Mount Retro Door - Run of 5 or Above	\$185	Per Door	
	Mobile Retro Door - 3 Pack	\$191	Per Door	
	Mobile Retro Door - 6 Pack	\$185	Per Door	
402091	20" 1 Start Top/Bot Bar	\$21	EA	
402094	20" 2 Start Top/Bot Bar	\$31	EA	
402096	20" 3 Start Top/Bot Bar	\$39	EA	
402093	20" 2 Ext Top/Bot Bar	\$31	EA	
402095	20" 3 Ext Top/Bot Bar	\$39	EA	
	<u>24" Parts</u>			
402499	24" Back Panel	\$58	EA	
402498	24" Top Shelf	\$28	EA	
402497	24" Bottom Shelf	\$24	EA	
412598	24" Top Locker Enclosure Shelf for Wall- Mount	\$27	EA	NOTE ON QUOTES TO DRILL FOR TOP ENCLOSURES
402599	24" Door	\$138	EA	
422599	24" Retro Door Kit			Add install & left side kits - Part #'s below
	Wall Mount Retro Door - Run of 1	\$201	Per Door	
	Wall Mount Retro Door - Run of 2	\$201	Per Door	
	Wall Mount Retro Door - Run of 3	\$196	Per Door	
	Wall Mount Retro Door - Run of 4	\$196	Per Door	
	Wall Mount Retro Door - Run of 5 or Above	\$191	Per Door	
	Mobile Retro Door - 3 Pack	\$196	Per Door	
	Mobile Retro Door - 6 Pack	\$191	Per Door	
402491	24" 1 Start Top/Bot Bar	\$23	EA	
402494	24" 2 Start Top/Bot Bar	\$33	EA	
402496	24" 3 Start Top/Bot Bar	\$41	EA	
402493	24" 2 Ext Top/Bot Bar	\$33	EA	
402495	24" 3 Ext Top/Bot Bar	\$41	EA	
401001	Side Locker Panel	\$98	EA	
422097	Double Side Panel	\$196	EA	
401002	Apparel Hook	\$4	EA	
401003	Mounting Bracket	\$5	EA	
	Furring System for Power Bar Rail	\$22	EA	
401100	4" Locking Caster, Heavy Duty 950 lb	\$27	EA	

	5" Locking Caster, Heavy Duty 950		
401101	lb	\$31	EA
421103	Hasp Only Side-Wall Mount	\$178	EA
421102	Hinge Only Side-Wall Mount	\$180	EA
421101	Hasp&Hinge Side-Wall Mount	\$183	EA
422088	Hinge Only Side-Mobile	\$180	EA
422089	Hasp Only Side-Mobile	\$178	EA
422090	Hasp&Hinge Side-Mobile	\$183	EA
401002	Apparel Hook	\$4	EA
401028	Nameplate Holder-Shelf	\$6	EA
401030	Nameplate Holder-Door	\$6	EA
422034	2 & 3 Pack Left Kit - Retro Door		Price included in retro door cost
422035	4 & 6 Pack Left Kit - Retro Door		Price included in retro door cost
422028	Wall Mount Left Kit - Retro Door		Price included in retro door cost
422029	Retro Door Install Kit	\$27	1 kit for 20 or less/2 for more than 20
401016	250 lb Caster	\$21	EA
501328	8x2 Solid Filled (Rigid)		
501327	8x2 Solid Filled (Swivel)		

COLORS

500464	Paint, Spray, Autumn White		
500465	Paint, Spray, Blue Streak		
502353	Paint, Spray, Burgundy		
503205	Paint, Spray, Crane Grey (darker gray - newer color)		
500466	Paint, Spray, Evergreen		
	Paint, Spray, Lowes Gray (pale gray -		
500203	older color)		
500467	Paint, Spray, Monarch Black II		
500202	Paint, Spray, Red Baron		
501010	Paint, Spray, White		
401035	CUSTOM PAINT - Up-charge to customer is \$500.00 per 50 lb box of paint needed		
	Maize Yellow #PLX - 4116-18		
502003	Anti-Corrosive Primer		15% above total product cost

MISC CHARGES

Extended GG Warranty	1% per total cost per additional year
Installation	Mark up 30% from quoted install price

Freight charges are figured as FOB Destination. Because of the variance in each project, we calculate and quote freight for each individual order based on the size, weight and geographic location of delivery. Most shipments are sent via LTL carriers (Old Dominion or ABF).

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 required to execute an Intergovernmental Cooperative Purchasing Agreement (“IGA”), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency’s legal requirements as if it were the “Purchaser” hereunder.

ATTACHMENT D

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

Vendor's Proposal

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

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

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

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

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

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.