

# INSTRUCTIONAL EQUIPMENT REQUEST

## FALL 2019-2020

Internal Use  
IE #: Fall 19 - 20  
Total \$: 28,541.93

Requester Name: Chad McMullen

Division Name: SLPC

### SUMMARY INFORMATION

Title of Item: Attack Digital Fire Fighting Prop

Equipment Location Building: 602B

Room: 602B

#### Location and Delivery Comments:

Delivery can be made to room 2124 Public Safety Programs Managers Office

### SECTION 1: EQUIPMENT DESCRIPTION

The equipment is:  A Replacement  An Upgrade  New Equipment/Technology

Describe the specific equipment requested and how it will be used to replace, upgrade or provide new technology to LPC from what is currently in place:

The ATTACK Digital Fire Training System combines digital flames, sound and smoke to create a range of fire conditions that respond directly to hose line application. Train with a seat of fire in acquired structures, training towers or any other location where live fire isn't possible or practical. This new technology will allow students in Fire Technology to experience tactical fire training without performing live drills. This is supplemental equipment to help students practice and make better decisions when applying it to real training conditions while in the Fire Fighter I Academy. This is new technology at its best and is completely portable and can be used anywhere and everywhere to simulate fire situation for students to better understand safety, situational awareness and techniques in fighting fires.

RECEIVED  
Las Positas College  
SEP 20 2019  
Administrative Services  
Office of the Vice President

RECEIVED  
SEP 20 2019  
VP ACAD. & SERVICES  
LAS POSITAS COLLEGE

## **SECTION 1: EQUIPMENT DESCRIPTION (contd)**

**If applicable, describe the legal requirement, mandate, or safety concern for purchase of this equipment, making specific reference to the legal requirement or regulation:**

The fire academy requires specific equipment to train cadets on how to fight and suppress fires. Fire Cadets need to learn on current equipment that is used out in the field and cannot rely on old antiquated equipment the current fire technology program has. Nevertheless, our accreditation relies heavily on such equipment in order to produce first class fire fighters who have knowledge and current skill sets within their arena.

Furthermore, having such newer equipment decreases any risk of injuries, reduces our liability due to certification and decrease down time due to equipment failures, due to old and antiquated equipment. Also under the State Fire Marshall fire fighting manual page 40 and beyond provides a detail training list and requirements. As such these requirements utilize fire equipment in teaching students to properly analyze fire situations.

## **SECTION 2: LPC MISSION STATEMENT AND LPC PLANNING PRIORITIES**

### **LPC MISSION STATEMENT:**

LPC is an inclusive learning-centered institution providing educational opportunities and support for completion of students' transfer, degree, basic skills, career-technical, and retraining goals.

### **LPC PLANNING PRIORITIES:**

- ❖ **Accreditation:** Establish regular and ongoing processes to implement best practices to meet ACCJC standards.
- ❖ **Curriculum:** Provide necessary institutional support for curriculum development and maintenance.
- ❖ **Tutoring Services:** Expand tutoring services to meet demand and support student success in Basic Skills, CTE, and Transfer courses.
- ❖ **Professional Development:** Coordinate available resources to address current and future professional development needs of faculty, classified professionals, and administrators in support of educational master plan goals.

**Specify how the equipment supports *LPC's Mission Statement and Planning Priorities:***

The equipment provides a solid background to LPC's mission, which is to support and provide student success. By having this equipment we not only support student learning but we enhance their skill set while preparing them for their new career. Our program provides a direct pathway from training to career. The equipment serves to enhance and complement the new programs curriculum and serves to help instructors increase student knowledge and retention in order to graduate students and prepare them for their career.

### **SECTION 3: EDUCATIONAL ITEMS – PROGRAM REVIEW**

**Specify the educational programs this equipment supports:**

This new equipment will support the new Fire Academy and the Fire Technology AA degree program, which coincides with each other . Although this equipment primarily serves the LPC Fire Program it will also enhance the Fire Technology degree program and hopefully by next year a new fire technology ROP program.

**If this equipment is included in your Program Review, please include the exact wording. If equipment is not included, explain why:**

Equipment such as this can be considered generalized required equipment within the Fire Technology Program. The program requires students to learn to lay hose, throw ladders, put on PPE gear, work hooking up hoses to fire hydrants and fire engines, and many other required skills needed to perform the job of a fire fighter. Because this equipment is new on the market, its potential and streamline process has not been reviewed and or inputed into the program review. However, I think if acquired it would not only enhance the program buy streamlining some of the basic training needed within the basic classes offered in the Fire Technology program. Having state of the are equipment will also attract new students and increase overall student retention efforts.

Imagine in our FST 3 Fire Behavior and Combustion class, we are able to use the digital fire training system to show students, without actually having to light a fire, how fire behavior responds and reacts to different scenarios. Students can see first hand how fire behaves and will have a chance to attack it from a digital hose, thus decreasing potential injuries within the AA degree program.

Note: This does not replace live fire burning requirements within the fire fighter academy in only enhances it.



## **SECTION 4: TEACHING AND LEARNING**

**Describe in detail the impact this equipment will have on teaching:**

Having adequate equipment will create a safer and more meaningful learning environment for all students who attend the Fire Academy and the Fire Technology Classes. It will provide hands on learning techniques in using the equipment, which will make students more confident and enhance their overall skills and learning outcomes. It is also a requirement for all students to become certified. The equipment provides the ground work for curriculum/theory to actual real life practices.

**Describe in detail the impact this equipment will have on learning:**

Students will be able to learn the required skill set to earn certification and meet accreditation and industry standards, which is required by the State of California Fire Marshalls Office.

**Each academic year, this equipment will impact:**  5   **# of classes/sections**  150   **# of students**

## **SECTION 5: OUTCOMES (SLOs)**

**Using your documented SLOs, specify how the equipment will enable student learning outcomes to be achieved.**

The Fire Academy is still developing its overall SLO's. However, the fire equipment is a requirement within the learning spectrum of the program. Students will need to become familiarized with the equipment, how it operates, and how it functions while fighting fires. Real life like simulated labs will be conducted using the fire equipment, which is required by the State and part of the overall certification and testing process. Because this is a new program, such equipment is needed in order to run a successful program and increases the students skill set.

**What are the consequences related to learning outcomes if request is not funded?**

None. It will only increase our ability to train and certify students as well as increase their chances of becoming successful. With this equipment we can enhance the students skill set which will prepare them to be successful to enter into the fire academy as well as successfully complete the fire academy.



**SECTION 6: TOTAL COST OF OWNERSHIP (FINANCIAL & SUSTAINABILITY)**

**What is the potential life span of the requested equipment?**

5 to 7 years.

**If new storage is needed what are the storage requirements, location requirements, and costs associated with the new equipment: (NOTE: Specific storage costs should be detailed in the "Part A: Initial Start-up Costs" section below.)**

The equipment will be stored in the fire technology yard where we house all equipment under lock and key.

**If this equipment replaces old equipment but the old equipment will not be retired, are there on-going storage requirements, location requirements, and costs associated with the old equipment? If so, provide details.**

N/A

**If your proposed equipment will require assembly or installation, please explain what is required, who will perform it, and what the cost will be**

It does not need anyone to assemble it and it only requires instructors to piece it together as it is portable.

**What will be required to maintain the equipment, such as regular servicing or upkeep? (Specific on-going costs should be detailed in the "Part B: On-Going Annual Operating Costs" sections below as applicable.)**

Dedicated Instructor will be required to perform routine updates to the system.

**Explain how this equipment meets or exceeds basic sustainability efforts and/or provides renewable resources to the college:**

Having newer more advance fire equipment, will not only enhance the student learning environment but it will continue the growth of the program over the span of 5 to 7 years. Having the ability to keep equipment for a minimum of five years is instrumental in any realm and in any college sustainability plan. Most equipment these days only have a shelf life of 2 to 3 years due to newer technology around the corner.

**SECTION 6: TOTAL COST OF OWNERSHIP (contd)**

**Part A: Initial Start-up Costs**

| <u>Item</u>                   | <u>Cost</u> | <u>Comments</u>     |
|-------------------------------|-------------|---------------------|
| Equipment or Materials        | 25,622.00   |                     |
| Taxes (9.5%)                  | 2,369.93    |                     |
| Shipping or Delivery Charge   | 550.00      |                     |
| Installation Costs *          | 0.00        |                     |
| Miscellaneous Costs:          |             |                     |
| Facilities Modifications      |             |                     |
| Operator Training             | 0.00        |                     |
| Maintenance & Repair Training | 0.00        |                     |
| Storage                       |             |                     |
| Other: _____                  |             |                     |
| Vendor Discount               |             |                     |
| <b>Grand Total:</b>           |             | <b>\$ 28,541.93</b> |

\*For items requiring installation, requesters are required to check with District Purchasing (Victoria Lamica) regarding District policies.

**Part B: On-Going Annual Operating Costs**

| <u>Item</u>                                  | <u>Cost</u> | <u>Comments</u>    |
|--|-------------|--------------------|
| Annual Service or Maintenance                | 1,379.00    | If needed          |
| Estimated Parts Replacement Per Year         | 0.00        |                    |
| Outside Standardization or Calibration Costs | 0.00        |                    |
| Storage Costs                                | 0.00        |                    |
| New Supply Costs                             | 0.00        |                    |
| Miscellaneous Costs:                         | 0.00        |                    |
| Maintenance & Repair Labor                   | 0.00        |                    |
| Other: _____                                 |             |                    |
| <b>Annual Operating Costs:</b>               |             | <b>\$ 1,379.00</b> |

**Indicate the source of funding for on-going annual operating costs:**

General Fund. No cost for first year and contingent ongoing need based on necessity of product.

**SECTION 6: TOTAL COST OF OWNERSHIP (contd)**

**Part C: Incremental Labor Costs**

**OPERATOR:**

Indicate the key operator: Fire Technology Coordinator/Public Safety Manager

Is this in their current scope of duties? Yes

Indicate cost to train key operator (include in Initial Start-up Costs above): 0

Indicate amount of time per month key operator will use equipment: 10 hours

**MAINTENANCE & REPAIRS:**

Indicate the person performing maintenance and repairs: Public Safety Manager

Is this in their current scope of duties? Yes

Indicate cost to train for maintenance and repairs: 0

Indicate amount of time per month maintenance will be required: 1 hour

**APPROVALS**

Funded requesters will be expected to respond to a brief RAC feedback survey by a requested deadline.

- ❖ Requests for computer-related equipment and printers must be reviewed and signed off by the LPC IT Department.
- ❖ Requests that require M&O assistance with assembly or installation must be signed off by M&O.

**SIGNATURES:**

[Signature]  
Requester

9/13/19  
Date

[Signature]  
IT Approval

9/24/19 N/A  
Date

[Signature]  
M&O Approval

9/24/19 N/A  
Date

[Signature]  
Division Dean

9/17/19  
Date

[Signature]  
Vice President

9/20/19  
Date



# LAS POSITAS COLLEGE Equipment, Apparatus and Service Requisition

#R

63-1281979

FOR REIMBURSEMENT: List payee name & W#

SUGGESTED VENDOR **LION**

FOR OFFICE USE ONLY

NAME OF STAFF MEMBER: Chad McMullen  
 DATE WRITTEN: 13-Sep-19  
 DATE REQUIRED: 3-Jan-19  
 DIVISION/ DEPARTMENT: Fire Tech  
 Fire Tech  
 RETURN COPY of REQUISITION TO:

| DESCRIPTION                     | (PRODUCT, TYPE, SIZE, COLOR, STOCK NUMBER) | UNIT | QTY | UNIT PRICE | Air          |
|---------------------------------|--|------|-----|------------|--------------|
| <b>See attached list</b>        |  |      |     |            | \$ 25,622.00 |
|                                 |  |      |     |            |              |
|                                 |  |      |     |            |              |
|                                 |  |      |     |            | \$ -         |
|                                 |  |      |     |            | \$ -         |
|                                 |  |      |     |            | \$ -         |
|                                 |  |      |     |            | \$ 550.00    |
|                                 |  |      |     |            | \$ -         |
|                                 |  |      |     |            | \$ -         |
|                                 |  |      |     |            | \$ -         |
|                                 |  |      |     |            | \$ -         |
|                                 |  |      |     |            | \$ -         |
| <b>Subtotal</b>                 |  |      |     |            | \$ 26,172.00 |
| <b>Tax</b>                      |  |      |     |            | \$ 2,369.93  |
| <b>Shipping (if available):</b> |  |      |     |            | \$ -         |
| <b>TOTAL COST \$ 28,541.93</b>  |  |      |     |            |              |

Vendor Information/ Remit To:

Lion  
 7200 Poe Ave  
 suit 400  
 Dayton, OH 45414  
 518-689-2023

Deliver To, include room # (optional):

BT#

I need this order expedited and processed asap.

ACCOUNT #

FUND \_\_\_\_\_ ORG \_\_\_\_\_ ACCT \_\_\_\_\_ PROGRAM \_\_\_\_\_

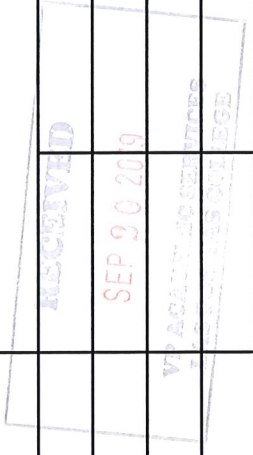
Business Office

APPROVALS

Supervisor/ Coordinator/ Director

Dean/ VP/ President

*[Signature: Chad McMullen]*  
*[Signature: [unclear]]*



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|   |   |
|---|---|
| 1 Name (as shown on your Income tax return). Name is required on this line; do not leave this line blank.<br><b>Lion First Responder PPE, Inc</b>   |   |
| 2 Business name/disregarded entity name, if different from above<br><b>dba Lion</b>   |   |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small><br><input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>7200 Poe Ave, Ste 400</b>   | Requester's name and address (optional)   |
| 6 City, state, and ZIP code<br><b>Dayton, OH 45414</b>  |   |
| 7 List account number(s) here (optional)  |   |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |   |  |  |
|--------------------------------|---|---|---|---|---|---|---|---|---|--|--|
| Social security number         |   |   |   |   |   |   |   |   |   |  |  |
|                                |   |   |   |   |   |   |   |   |   |  |  |
| or                             |   |   |   |   |   |   |   |   |   |  |  |
| Employer identification number |   |   |   |   |   |   |   |   |   |  |  |
| 4                              | 7 | - | 1 | 8 | 5 | 1 | 8 | 6 | 6 |  |  |

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶ 1/10/2019

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





# CHABOT – LAS POSITAS COMMUNITY COLLEGE DISTRICT

## Vendor Profile Application

Please type or print.

If you have any questions regarding this form or the application process, please contact the Purchasing Division at (925) 485-5233

|   |  |   |
|---|--|---|
| <b>Part A: Business Questionnaire</b>   |  | Date: 9/13/2019   |
| 1. Vendor Name: Lion First Responder PPE, Inc   |  |   |
| 2. Primary Contact:   |  |   |
| Name <u>Stephanie VanDerwarker</u>  |  | Title <u>Account Manager</u>  |
| Phone ( <u>518</u> ) <u>640</u> - <u>3016</u> Ext. _____  |  | Fax ( <u>518</u> ) <u>689</u> - <u>2034</u>   |
| E-mail Address <u>svanderwarker@lionprotects.com</u>  |  |   |
| 3. Vendor Category<br><br><input type="checkbox"/> Disabled Veteran<br><input type="checkbox"/> Minority Owned<br><input type="checkbox"/> Small Business<br><input type="checkbox"/> Women Owned   | 4. Type of Business:<br><br>a. <input type="checkbox"/> Sole Proprietor (S) <input type="checkbox"/> Joint Venture (J)<br><input type="checkbox"/> Partnership (P) <input type="checkbox"/> Independent Contractor<br><input checked="" type="checkbox"/> Corporation (C), State where firm is incorporated <u>OH</u><br><br>b. Is it a Non-Profit Organization? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br>If yes provide Tax-Exempt Form<br><br>c. Business Start/Incorporation Date <u>12</u> / <u>31</u> / <u>2014</u> |   |
| 5. Type of Business: Check the one which best describes your company:<br><br><input type="checkbox"/> Broker <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer<br><input checked="" type="checkbox"/> Manufacturer<br><input type="checkbox"/> Manufacturer's Rep<br><br>Service<br><input type="checkbox"/> Architect, Engineer, Construction <input type="checkbox"/> Professional <input type="checkbox"/> Other |  |   |
| (This information must be supplied. If not, the application will be returned):  |  |   |
| 6. Federal ID Number <u>47</u> - <u>1851866</u> or Social Security Number _____ - _____ - _____   |  |   |
| 7. Sales Tax Collection   |  |   |
| <input type="checkbox"/> Collect all Sale/Use Tax for Alameda County  |  | <input checked="" type="checkbox"/> Collects Selected Taxes<br><input type="checkbox"/> Does not collect Sales Tax<br><input type="checkbox"/> Tax Exempt |
| California Seller or Use Tax Permit Number _____  |  |   |



Do you supply recycled Products?

Yes

No

**Part B: Address Questionnaire**

1. General Mailing Address:

Address 7200 Poe Avenue :suite 400

City Dayton

State OH Zip 45414 -

Contact Name Anne Coleman

Title Accounts Receivable

Phone (800) 548 - 6614 Ext \_\_\_\_\_

Fax (844) 300 - 7453

2. Remittance Address:

Address L-3505

City Columbus

State OH Zip 43260 -

Contact Name Anne Coleman

Title Accounts Receivable

Phone (937) 415 - 2918 Ext \_\_\_\_\_

Fax (844) 300 - 7453

**Part C: Commodity and Service Codes**

Type of commodities or services that your business provides

Manufacture Fire Training Equipment

**Part D: Completing and Returning Application**

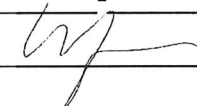
1. Name of Person Completing Form

Name Matthew Monroe

Title Director of Sales

Phone (518) 640 - 3013 Ext \_\_\_\_\_

Fax (518) 689 - 2034

Signature 

Date 9/13/2019

2. Return Completed Application to:

Purchasing Department  
Chabot – Las Positas CCD  
7600 Dublin Blvd, 3<sup>rd</sup> Floor  
Dublin, CA 94568  
Fax: (925) 485-5271

**DO NOT COMPLETE – FOR INTERNAL USE ONLY**

Received \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Input \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Vendor No. \_\_\_\_\_

Received \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Input \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

New  Updated



**LION**<sup>®</sup>  
ready for action

7200 Poe Ave  
Suite 400  
Dayton, OH 45414  
Ph. 518-689-2023  
Fx. 518-689-2034

# Quote

Page:

2 of 4

| SG4000   |   |      |   |          |                 |           |
|----------|---|------|---|----------|-----------------|-----------|
| 1.1.14   | Smoke Liquid (20 Liter) - SL020L                                  | EACH | 1 | 250.00   | 0.00            | 250.00    |
| 1.1.15   | Transport Case for ETNA Smoke Generator - SGTC01                  | EACH | 1 | 510.00   | 0.00            | 510.00    |
| 1.1.16   | ETNA Smoke Generator Waterproof Case, V2 (WiFi Enabled) - ATC01SG | EACH | 1 | 1,625.00 | 0.00            | 1,625.00  |
| 1.1.17   | SG4000 Wireless kit - SGR003                                      | EACH | 1 | 405.00   | 0.00            | 405.00    |
| 1.1.18   | Shipping Kit for SG4000/ETNA Smoke Generator, V2 - SG4000SK01     | EACH | 1 | 76.00    | 0.00            | 76.00     |
| 1.1.19   | 5 Liter Cleaning Solution for Smoke Generators - CS005L           | EACH | 1 | 99.00    | 0.00            | 99.00     |
| 1.1.20   | Shipping Kit for SG4000/ETNA Watertight Case - SG4000WCSK01       | EACH | 1 | 378.00   | 0.00            | 378.00    |
| 1.1.21   | ATTACK Digital Fire Training Panel, V2 - ATTB002                  | EACH | 1 | 6,475.00 | 0.00            | 6,475.00  |
| 1.1.21.1 | ATTACK Service Plan (1 Year - LBX) - ATTACK_SERVICE_PLAN_1YR      | YEAR | 1 | 1,379.00 | 0.00            | 1,379.00  |
| 1.1.22   | Shipping Kit for ATTACK Digital Fire Training Panel, V2 - ATTSK02 | EACH | 1 | 553.00   | 0.00            | 553.00    |
|          |   |      |   |          | <b>Subtotal</b> | 25,622.00 |
|          |   |      |   |          | <b>Charges</b>  | 550.00    |
|          |   |      |   |          | <b>Tax</b>      | 2,369.93  |
|          |   |      |   |          | <b>Total</b>    | 28,541.93 |



These are the General Terms and Conditions of Sale and Delivery ("General Terms") of Lion First Responder PPE, Inc., with its place of business at 7200 Poe Avenue, Suite #400, Dayton, OH 45414, and companies or enterprises affiliated therewith (hereinafter jointly referred to as "Supplier").

#### 1. APPLICABILITY

- These General Terms and Conditions of Delivery and Services apply to all offers, services, deliveries and agreements contracted as such with Supplier.
- These General Terms may only be departed from if Supplier expressly states or acknowledges this in writing.
- Other general terms and conditions, including but not limited to the terms and conditions of any counterparty (including but not limited to buyers or commissioning parties, that Supplier has concluded an agreement with or is in negotiation of concluding any agreement) (all hereinafter to be referred to as "Customer"), shall, where not in accordance with these General Terms, be explicitly rejected. Such other general terms and conditions shall only apply if and insofar as explicitly confirmed by Supplier in a separate document.
- These General Terms also apply, as circumstances so dictate, for the benefit of personnel and assistants of Supplier and/or auxiliaries engaged by Supplier who are working and/or useful for the performance of the relevant agreement, as well as for the benefit of third parties through whom Supplier has the contracted agreement performed, whether in whole or in part.

#### 2. OFFERS, CONTRACTS & CHANGES

- Unless the offer stipulates a period for acceptance, all offers are non-binding. In all offers, prices stated do not include any state, local or federal governmental taxes, duties and/or customs charges unless specifically stated. Up to one (1) week after acceptance of a non-binding offer, Supplier may withdraw the offer. A non-binding offer remains valid for a maximum period of thirty (30) days, unless explicitly stated otherwise in the offer.
- The agreement is contracted as soon as a full and unconditional acceptance of the offer has reached Supplier. This acceptance implies that the Customer consents to the applicability of these General Terms and, insofar as necessary, waives the declaration of applicability of the Customer's own general terms and conditions of purchase (or of whatever kind).
- If the acceptance contains reservations or changes to the offer, contrary to the provisions of the preceding paragraphs, the agreement is only contracted if and insofar as Supplier has explicitly informed the Customer in writing that it consents to such departures from the offer. In such event, only the reservations or changes stipulated by the Customer that Supplier has expressly confirmed will be applicable, meaning that all other reservations or changes that are not expressly confirmed to be accepted are deemed to have been rejected. It is understood that the applicability of these General Terms (including all provisions hereto), is a key stipulation of Supplier, and forms an integral part of its offer.
- Offers issued and contracts entered into by representatives, sales agents or intermediaries are binding on Supplier only after the order has been confirmed in writing.
- Supplier is only bound by offers and contracts produced and/or concluded by representatives, commercial agents or intermediaries after a written order confirmation by Supplier.
- Information and data provided by the Customer to Supplier for the purposes of the agreement contracted, such as drawings, etc., will be assumed by Supplier to be correct, and Supplier will base its offer on such information. Supplier is not responsible, and bears no responsibility, for specifications or designs developed and supplied by Customer and/or information, drawings, etc. supplied by the Customer as referred to in the preceding sentence, regardless of whether Supplier has advised the Customer thereon. This applies accordingly to parts and materials that the Customer makes available or prescribes to Supplier.
- In reading the measures, weights, colors and technical data contained in the offers, the other party should allow for minor discrepancies which do not exceed the normal limits. Sizes, weights, colors and technical details in the offer should be read in such a way that the other party must take account of small deviations that do not go beyond the boundaries of what is considered normal.
- Prices in offers and contracts are based on the relevant circumstances and data (particularly the salary and materials costs) which were in force or known to Supplier at the time of preparing the offer or concluding the contract.
  - All orders are subject to credit department approval.
  - Delivery, minimums and surcharges of the goods and services may vary according to the product line; all such variations will be stated in proposals, quotes or bid documents.
  - Possession of a price list of Supplier does not constitute an offer to sell.
  - For all turnouts, a One Hundred and Twenty-Five U.S. Dollar (\$125) (list) minimum order surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Supplier's standard sizing (see appropriate sizing charts). On non-turnout products, a ten percent (10%) minimum surcharge may apply to special cuts or special production runs and to custom sizes or over-sizes outside Supplier's standard sizing (see appropriate sizing charts).
- Supplier is entitled to adjust offered or agreed prices according to reasonableness and fairness, if there is a change in circumstances or data after the issuing of the offer or the conclusion of the contract, but before the performance of the contract.

#### 3. DELIVERY & RISK OF LOSS

- For PPE and core training products, freight term for domestic orders delivered within the 48 contiguous U.S. states is F.O.B. Destination unless otherwise stated on quote.
- Contact Supplier for terms and conditions of sale for International, Alaskan/Hawaiian or other non-contiguous U.S. destinations, Totalcare offers, and for sale of large props and Custom Build training projects.
- No C.O.D. orders.
- Unless expressly agreed otherwise, stated delivery times shall not be regarded as deadlines, unless explicitly agreed otherwise. In the event of late delivery, the Customer must give Supplier due notice before Supplier can be in default.
- Supplier reserves the right to ship partial orders unless complete shipment is stated on the order.
- Rush orders for custom made-to-order products are subject to a twenty percent (20%) rush fee.
- The delivery period commences on the date on which Supplier has confirmed the order to the Customer, or otherwise on the date agreed by the parties in writing.
- Supplier is authorized to determine the method of transport. For Large Props and Custom Build Projects, transport costs are not included in the offers and sale prices, but will be charged separately to the Customer as appropriate.
- The goods shall be delivered by Supplier in the packaging it deems appropriate. If the Customer prescribes different packaging, Supplier is entitled to invoice the Customer separately for the cost of such packaging.
- Supplier is entitled to have deliveries made or services performed by third parties.
- Documentation provided by third party carriers shall be conclusive evidence of proof of delivery and Supplier bears no responsibility for goods after delivery by carrier to designated destination.

- If applicable, the Customer should ensure that Supplier is able to carry out the installation work undisturbed. Amongst other things, the Customer should ensure free access to the installation site and the availability of all the necessary facilities.

#### 4. PAYMENT & TRANSFER OF OWNERSHIP

- All orders for make-to stock products are subject to a handling charge of Four and 25/100 U.S. Dollars (\$4.25). All orders amounting to less than Fifty U.S. Dollars (\$50.00) will be subject to a handling charge of Fifteen U.S. Dollars (\$15.00).
- In the event of late payment by the Customer, the Customer will be deemed to be in breach by operation of law with no demand letter or notice of default being required. All payments must be made within thirty (30) days after the date of invoice, unless any other payment term is explicitly agreed in writing. Payment must be made without any deduction or offsetting, at the offices of Supplier or by means of transfer to a bank account stipulated by Supplier.
- Supplier retains full (and sole) ownership of the goods until such time as the due purchase sum, including any statutory interest, collection cost, etc. has been paid in full and received by Supplier, even if the goods have meanwhile been processed or incorporated into other products.
- If the Customer does not pay within the set time described herein (the "Payment Date"), it shall be deemed to be legally in default without the requirement of any warning or notice of default.
- For amounts owed after the Payment Date, Customer shall pay two percent (2%) per month interest, or the maximum statutory rate, if below 2%, as well as legal and other costs incurred in order to secure the performance of the contract, its cancellation and/or compensation, except if Supplier is ruled against by a final and conclusive judgment of the court.
- The collection costs shall amount to at least fifteen percent (15%) of the outstanding sum, subject to a minimum of Three Hundred U.S. Dollars (\$300.00).
- The Customer is at all times obliged to furnish security to Supplier, immediately upon receipt for the fulfillment of its obligations. If the Customer does not comply with this request, Supplier will be entitled to cancel the contract, as well as any other still existing contracts between Supplier and the Customer, without judicial intervention, and to claim additional or compensatory damages.
- If Supplier has claims against the Customer and the object of these claims is under a retention of title and Supplier also has claims against the Customer for which no retention of title has been made, payment by the Customer is applied first towards fulfillment of the claim(s) not subject to retention of title.
  - As long as the ownership of the goods delivered has not been transferred to the Customer: (i) the Customer is not permitted to transfer the ownership of the goods delivered, to encumber these goods with real rights or rights under the law of obligations, or to alienate them under any title whatsoever except pursuant to the provisions of paragraph 9 of this article or otherwise agreed in writing; (ii) the Customer is obliged to observe due care in maintaining custody of the goods and to hold them as the identifiable property of Supplier (any marks or signs of Supplier applied in, on or to the goods delivered must remain clearly visible; and (iii) the Customer is obliged to store goods delivered that are defined exclusively by type and weight separately and ensure that they are clearly identifiable as property of Supplier.
  - As long as the ownership of the goods delivered has not been transferred to the Customer, the Customer is permitted to incorporate or process the goods delivered or sell and transfer them to third parties, so long as in the context of its normal business operations, and in the case of sale, the Customer (i) stipulates a retention of title to the goods delivered upon its customer, or (ii) immediately pays the purchase price owed to Supplier, or (iii) pledges to Supplier the Customer's claim against its customer, payable upon demand by Supplier.
- Supplier is entitled to reclaim the goods delivered under retention of title, if and insofar as the Customer remains in default of the fulfillment of any obligation toward Supplier, or in the opinion of Supplier, exhibits any payment problems.
- The Customer hereby grants Supplier nunc pro tunc the irrevocable right to enter the Customer's business premises or to allow a third party designated by Supplier to do so in the event that Supplier wishes to reclaim the delivered goods.

#### 5. RETURNS

- The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items:
  - Products that have been worn, laundered, altered or soiled are non-returnable;
  - Personalized garments (e.g., with names, letters or heat transfer emblems) are non-returnable;
  - Custom manufactured, custom sizes, made-to-order and special cut products are non-returnable;
  - Products that have been discontinued or redesigned are non-returnable;
  - Boots that have been worn are non-returnable;
  - CBRN products are non-returnable.
- Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission.
- Return of stock goods are subject to a fifteen percent (15%) restocking fee.
- Custom made-to-order products are not returnable.

#### 6. FORCE MAJEURE

- If Supplier is prevented by force majeure from making full, correct and proper delivery within the delivery time, Supplier is entitled to cancel the contract, or to inform the Customer of a reasonable period within which full, correct and proper delivery can still be made, without Supplier being bound to pay any compensation.
- Force majeure is deemed to apply if after agreement is concluded, Supplier is prevented from fulfilling its obligations under this agreement or making the preparations to do so as the result of an extraordinary nature in particular circumstances such as war, risk of war, civil war, acts of war, riot, terrorism, civil unrest, fire, water damage, inaccessibility of certain areas, flooding, strike, works occupation, lockout, hindrances to imports and exports, official regulations, defective machinery, interruptions in the power supply, all of these both in Supplier's factory and in the third party establishments from which Supplier wholly or partly draws the necessary plant or raw materials, as well as in storage or during transport, whether or not under Supplier's own control and, further, through all other causes arising through no fault of Supplier or outside its area of risk.
- In the event Supplier fails to perform any of its obligations due to force majeure, Supplier will inform the Customer immediately of the reason and will immediately upon cessation of the force majeure take all reasonable steps within its power to resume compliance with its obligations ASAP. If the obligations cannot be met after sixty (60) days either party has the right to terminate the contract.

#### 7. DISPUTES & APPLICABLE LAW

- All legal relationships between the parties are governed exclusively by U.S. law, to the exclusion of all other legal systems.
- The Vienna Sales Convention (CISG) is not applicable, nor are any other international rulings from