State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment

Awarded Vendor:  
0000138136  
HME, Incorporated  
1950 Bryon Center Ave  
Wyoming, MI 49515  
Email: mlapus@hmetruck.com  
Telephone No.: 616-261-3633

Price Agreement Number: 70-000-16-00034AD
Price Agreement Amendment No.: Two
Term: January 27, 2017 – August 31, 2020

Procurement Specialist: Travis Dutton-Leyda  
Telephone No.: 505-827-0477  
Email: travis.dutton-leyda@state.nm.us

Ship To:  
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:  
As Requested at time of order

Title: Fire Trucks and Fire Apparatus

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from September 1, 2019 to August 31, 2020 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Mark Hayden, New Mexico State Purchasing Agent  
Date: 8/20/19

Purchasing Division: 1100 St. Francis Drive, Room 2016, Santa Fe, 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472
State of New Mexico  
General Services Department  
Purchasing Division  

Statewide Price Agreement Amendment Cover Page

Awarded Vendor:  
0000138136  
HME, Incorporated  
1950 Bryon Center Ave  
Wyoming, MI 49515  
Email: mlapus@hmetruck.com  
Telephone No.: 616-261-3633

Price Agreement Number: 70-000-16-00034AD

Price Agreement Amendment No.: One

Term: January 27, 2017 – August 31, 2019

Ship To:  
All State of New Mexico agencies, commissions,  
institutions, political subdivisions and local public  
        bodies allowed by law.

Invoice:  
As Requested at time of order

Procurement Specialist: Travis Dutton-Leyda

Telephone No.: 505-827-0477  
Email: travis.dutton-leyda@state.nm.us

Title: Fire Trucks and Fire Apparatus

The attached Amendment is to be attached to the respective Statewide Price Agreement and become a  
part thereof.

This amendment is issued to reflect the following effective immediately:

Delete New Mexico Administrative Reporting and Fees in its entirety and replace as described herein.

Except as modified by this amendment, the provisions of the Statewide Price Agreement shall remain in  
full force and effect.
PARTICIPATING ADDENDUM
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter “Lead State”)

MASTER AGREEMENT
HME Incorporated
Master Agreement No: 8200027990
(hereinafter “Contractor”)
And
State of New Mexico
Statewide Price Agreement No: 70-000-16-00034AD
(hereinafter “Participating State/Entity”)
70-000-16-00034AD
AMENDMENT NO: One

THIS AMENDMENT is made and entered into by and between the State of New Mexico, General Services Department, State Purchasing Division, hereinafter referred to as the “Procuring Agency” and HME Incorporated, hereinafter referred to as the “Contractor.”

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Delete New Mexico Administrative Reporting and Fees in its entirety and replace with the following:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %), but not to exceed $2,000 per order for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. “Gross total sales” means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

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Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the “State Purchasing Division.” This contract number 70-000-16-00034AD must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer
Sample Reports can be found at:
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us
For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

All other articles of the original contract remain the same.

<table>
<thead>
<tr>
<th>Participating State: State of New Mexico</th>
<th>Contractor: HME Incorporated</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Mark Hayden</td>
<td>Name: James Montecucco</td>
</tr>
<tr>
<td>Title: Acting State Purchasing Agent</td>
<td>Title: President</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 13-Mar-19</td>
</tr>
</tbody>
</table>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

<table>
<thead>
<tr>
<th>Cooperative Development Coordinator:</th>
<th>Tim Hay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>503-428-5705</td>
</tr>
<tr>
<td>E-mail:</td>
<td><a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a></td>
</tr>
</tbody>
</table>
State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor

HME, Incorporated
1950 Bryon Center Ave
Wyoming, MI 49515

Telephone No. 616-261-3633

Price Agreement Number: 70-000-16-00034AD
Payment Terms: Net 30
F.O.B.: See Contract
Delivery: See Contract

Procurement Specialist: Kathy Sanchez
Telephone No.: 505-827-0487

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:

Title: Fire Trucks and Fire Apparatus

Term: January 27, 2017 through August 31, 2019

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 01/27/2017

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
KS
PARTICIPATING ADDENDUM
70-000-16-00034AD
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter "Lead State")

MASTER AGREEMENT
HME Incorporated
Master Agreement No: 8200027990
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the Fire Trucks and Fire Apparatus led by the State of Mississippi for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State/Entity Modifications or Additions to Master Agreement:**
   (These modifications or additions apply only to actions and relationships within the Participating Entity.)

   Participating State/Entity to check one box.
   
   [ ] No changes to the terms and conditions of the Master Agreement are required
   
   [ X ] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. **Term:** This Participating Addendum will be neither effective nor binding until signed by the State Purchasing Agent and continue through August 31, 2019, unless extended, renewed or terminated. The contract term, including extensions and renewals, shall not exceed five years, except as set forth in Section 13-1-150 NMSA 1978.

5. **Employee Pay Equity Reporting**
   Contractor agrees if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90 days) of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter. Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90 days) of that
subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report itself.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

6. Insurance
a. Contractor shall, during the term of this Participating Addendum, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity’s state and having a rating of A-, Class VII or better, in the most recently published edition of Best’s Reports. Failure to buy and maintain the required insurance may result in this Participating Addendum’s termination or, at a Participating Entity’s option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal industry (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
(2) Property Coverage at an amount commensurate with the value of the Participating Entity’s property in the care, custody or control of the Contractor.
(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Participating Addendum and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability
PARTICIPATING ADDENDUM
70-000-16-00034AD
NASPO ValuePoint
Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter “Lead State”)

MASTER AGREEMENT
HME Incorporated
Master Agreement No: 8200027990
(hereinafter “Contractor”)

And

State of New Mexico
(hereinafter “Participating State/Entity”)

insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity’s rights and Contractor’s obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order’s effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the State, result in this Participating Addendum’s termination.

f. Coverage and limits shall not limit Contractor’s liability and obligations under this Participating Addendum, or any Purchase Order.

7. Applicable Law
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.
8. **New Mexico Administration Reporting and Fees**

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of one percent (1.00%) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

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Payment shall be made by check payable to the “State Purchasing Division”. This contract number 70-000-16-00034AD must be included on all payments and Quarterly Sales Reports.

**Remit Checks to:**
State Purchasing Division  
1100 St. Francis Drive, Room 2016  
PO Box 6850  
Santa Fe, NM 87505  
Attn: Compliance Officer

Sample Reports can be found at:  
http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0507 or (505) 827-0472.

9. **Distributors**: The Contractor may utilize distributors; however, the contractual agreement that may result from this Participating Addendum shall specify that the price prime Contractor is solely responsible for fulfillment of all
requirements of the contractual agreement with the State.

Additionally, the Contractor must receive approval in writing, from New Mexico’s State Purchasing Agent before any distributor is used during the term of this agreement.

Distributors are classified as follows, and their role shall be specified in Contractor's request for approval.

a. Contractor authorized resellers
   (1) Contract authorized resellers shall provide quotes, accept purchase order, and accept payment from entities ordering under this Participating Addendum.
   (2) Authorizes resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative requirements.
   (3) All purchase documents to authorized resellers shall reference the participating addendum number and HME Incorporated, as the contractor.

b. Contractor authorized subcontractors
   (1) Contractor authorized subcontractors are authorized to provide quotes, sales assistance, configuration guidance and ordering support for services available under this Participating Addendum.
   (2) Contractor authorized subcontractors ARE NOT authorized to accept orders, purchase orders or payments from entities ordering under this Participating Addendum.

10. Records Administration and Audit: Participating State’s right as specified in Section 25 of the Master Agreement shall survive for a period of six (6) years following termination of this Participating Addendum or final payment for any order placed by a Purchasing Entity against this Participating Addendum, which is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

11. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<table>
<thead>
<tr>
<th>Contractor: HME Incorporated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>Telephone</td>
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<tr>
<td>Fax</td>
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<tr>
<td>E-mail</td>
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</tbody>
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<th>Participating Entity: State of New Mexico</th>
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<tr>
<td>Name</td>
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</table>
12. **Orders**: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By: HME Incorporated</td>
</tr>
<tr>
<td>Name: Anna Silva</td>
<td>Name: Rick Floyd</td>
</tr>
<tr>
<td>Title: Burn Chief</td>
<td>Title: President</td>
</tr>
<tr>
<td>Date: 1/27/17</td>
<td>Date: 1-27-17</td>
</tr>
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</table>

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

<table>
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<tr>
<th>NASPO ValuePoint</th>
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<tr>
<td>Cooperative Development Coordinator</td>
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<tr>
<td>Telephone</td>
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PARTICIPATING ADDENDUM
70-000-16-00034AD
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Fire Trucks and Fire Apparatus
Administered by the State of Mississippi (hereinafter “Lead State”)

MASTER AGREEMENT
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<th><a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a></th>
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</table>

Page 7 of 7
Distributors in New Mexico:

Firefighter Trucks
Principal: Jeff Wood
2050 W. Hadley Ave.
Unit C
Las Cruces, NM 88007
Phone: 575-523-0755
Cell: 575-640-5827
Email: jw@firefightertrucks.net
Contract #8200027990 with HME, Incorporated for Fire Trucks and Fire Apparatus

The State of Mississippi in conjunction with NASPO ValuePoint

Under the Authority of
State of Mississippi, Section 31-7-1, et seq., Mississippi Code of 1972, Annotated
1.0 OVERVIEW

1.1 CONTRACT SCOPE
The purpose of this contract is the purchase of vendor-provided equipment and services for Fire Trucks and Fire Apparatus. Contracts may be established with one or more vendors for each of these services and may be modified as necessary to add new technology or enhancements to existing equipment/service available from the contract vendor.

1.2 CONTRACT SCOPE AND MODIFICATIONS
The State of Mississippi (SOM) reserves the right to modify this Contract by mutual agreement between the SOM and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

1.3 RECITALS
The State of Mississippi (acting as the Lead State for the NASPO ValuePoint Cooperative Purchasing Program), acting by and through the Mississippi Department of Finance and Administration, issued a Request for Proposals (RFP) for the purpose of purchasing equipment and services for Fire Trucks and Fire Apparatus in accordance with its authority under 31-7-1, et seq., of Mississippi Code of 1972, as amended.

HME, Incorporated, Inc. submitted a timely Response to the SOM’s Solicitation (incorporated by reference).

The SOM evaluated all properly submitted Responses to the above-referenced RFP and has identified HME, Incorporated as one of the apparently successful Contractors.

The SOM has determined that entering into a Contract with HME, Incorporated for the attached categories of Fire Trucks and Fire Apparatus will meet Purchaser’s needs and will be in Purchaser’s best interest.

NOW THEREFORE, SOM awards to HME, Incorporated this Contract, the terms and conditions of which shall govern Contractor’s furnishing to Purchasers the equipment and services identified herein. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 ESTIMATED USAGE
Based on past and/or projected future usage, it is estimated that purchases over the initial three (3) year term of the Contract may approximate $45,000,000 for contract products and services. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed by Purchasers (Participating Entities) only on an as needed basis.

The State of Mississippi/NASPO ValuePoint Cooperative Purchasing Organization does not represent or guarantee any minimum level of purchase.

1.5 CONTRACT TERM
The initial term of this contract is for approximately three (3) years from September 1, 2016, or the date of last signature whichever is later, through August 31, 2019 with the option to extend for two (2) additional one (1) year term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the SOM and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent extensions, shall not exceed five (5) years.
2.4 POST AWARD CONFERENCE
The Contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

2.5 CONTRACT MANAGEMENT
Upon award of this Contract, the Contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.

2. Promote and market the use of this Contract to all authorized contract Purchasers/Participating Entities.

3. Ensure that those who endeavor to utilize this Contract are authorized Purchasers/Participating Entities under the terms and conditions of this Contract.

4. At no additional charge, assist Purchasers/Participating Entities in the following manner to make the most cost effective, value based, purchases including, but not limited to:
   a) Visiting the Purchaser/Participating Entities site and providing them with materials/supplies/equipment recommendations.
   b) Providing Purchasers/Participating Entities with a detailed list of contract products and services including current contract pricing.

5. Designate a customer service representative who will be responsible for addressing Purchaser/Participating Entities issues including, but not limited to:
   a) Logging requests for service, ensuring equipment repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
   b) Providing Purchasers/Participating Entities with regular and timely status updates in the event of an order or repair fulfillment delay.

6. Act as the lead and liaison between the Contractor and Purchaser/Participating Entities in resolving warranty claims for Contract items purchased.

2.6 CHANGES
Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Contract Administrator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

2.7 CONTRACT ADMINISTRATION FEE
The Contract(s) will be subject to a NASPO ValuePoint Administration Fee. Bidder(s) will include this fee in its bid pricing and not as a separate line item to Purchasers/Participating Entities. The Contractor(s) will collect the fees and distribute the fees to NASPO ValuePoint as prescribed in section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions (attached).

The NASPO ValuePoint Administrative fee shall be paid within sixty (60) days after the end of the calendar quarter. It is the Contractor’s responsibility to calculate and remit the Administrative Fee since NASPO ValuePoint does not issue an invoice for this fee. Contractor shall indicate the Contract Number 8200027990 and include with the remittance, a quarterly sales report by NASPO ValuePoint contract participant.
3.4 NEW PRODUCTS/SERVICES
A Contractor may propose a revision to its contract offerings to reflect technical product upgrades or other changed products and/or services appropriate to the scope of the Contract. These proposed new products/services with associated pricing may be provided to the SOM Contract Administrator for approval. Contract Administrator has the sole discretion to accept or reject such product/service offerings and pricing. New or changed products/services proposed by Contractor must meet the requirements established in the original solicitation document or subsequent revisions. If approved by SOM, the new products/services will be added to the Contract by written amendment.

3.5 PRICE ADJUSTMENTS
At least one hundred twenty (120) calendar days before the end of the current term of this Contract and subsequent extension periods, Contractor may propose purchase price rate increases by written notice to the SOM’s Contract Administrator. Price adjustments may be taken into consideration by the SOM’s Contract Administrator when determining whether to extend this Contract. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Contractor shall provide a detailed breakdown of their costs upon request.

Contractors shall not make contract extensions contingent on price adjustments.

Documentation must be based on published indices, such as the Producer Price Index and/or the result of increases at the manufacturer’s level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of the SOM and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the SOM, and such price adjustment shall be set forth in a written amendment to the contract.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS
Prior to commencing performance, or prior to that time if required by the SOM, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The SOM reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

4.2 USE OF SUBCONTRACTORS
In accordance with RFP requirements, Contractor agrees to take complete responsibility for all actions of its Subcontractors.

Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The SOM reserves the right to approve or reject any and all Subcontractors that are identified by the Contractor. Any Subcontractors not listed in the Bidder’s Response, who are engaged by the Contractor, must be pre-approved, in writing, by the SOM.
5.3 SHIPPING AND RISK OF LOSS
Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid, FOB Purchaser’s specified destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser’s fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor’s fault or negligence.

5.4 DELIVERY
The Contractor shall provide the following delivery options as specified below to all purchasing entities. The purchasing entity shall be permitted to select the most cost effective delivery options best meeting their needs.

“We Pay Freight” - this option includes, but not limited to, the following: no additional handling fees, other charges shall be permitted. Purchasing entity shall make arrangements to have its designated representatives’ pick-up the unit.

FOB Destination, Freight Prepaid and Added to the invoice – the Contractor must ship FOB destination, Freight Prepaid and may add only the freight charges incurred to the invoice. No other charges shall be included in the freight charge.

FOB Destination, Freight Prepaid – the Contractor shall make freight arrangements and deliver to any destination within the United States. Freight shall be included in the price per unit for the final destination.

The tax rules with respect to other Participating Entities may vary and are expected to be addressed in the Participating Addenda.

5.5 SITE SECURITY
While on Purchaser’s/Participating Entity’s premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

5.6 INSPECTION AND REJECTION
The Purchaser’s/Participating Entity’s inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor’s expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.7 TREATMENT OF ASSETS
1. Title to all property furnished by the Purchaser/Participating Entity shall remain with the Purchaser/Participating Entity, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this
Contract 8200027990 with HME, Incorporated for Fire Trucks and Fire Apparatus

any prompt payment discount period shall commence on the date final approval for payment is authorized.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser/Participating Entity and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's/Participating Entity's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:
Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. No charge by the Contractor shall be made for federal excise taxes and the Purchaser/Participating Entity agrees to furnish Contractor with an exemption certificate where appropriate.

Fees/Licenses:
After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

6.5 OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser/Participating Entity the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days’ written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1.5%) per month on the amount due, until paid in full.

6.6 AUDITS

The SOM Contract Administrator and/or the Purchaser/Participating Entity reserves the right to audit, or have a designated third party audit, applicable records to ensure that the Purchaser/Participating Entity has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

7.0 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to SOM, or any of SOM's officers, or to any other authorized agent or official of the State of Mississippi or other Participating Entity, or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its
8.2 RETENTION OF RECORDS
The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the SOM, personnel duly authorized by the SOM, personnel duly authorized by the Purchaser, the Mississippi State Auditor’s Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION
The SOM shall maintain the confidentiality of Contractor’s information marked confidential or proprietary. If a request is made to view Contractor’s proprietary information, the SOM will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the SOM will release the requested information on the date specified.

The SOM’s sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the SOM retains Contractor’s information in the SOM records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

8.4 NON-ENDORSEMENT AND PUBLICITY
Neither the SOM nor the Purchasers/Participating Entities are endorsing the Contractor’s Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the State of Mississippi or Purchaser/Participating Entity in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the SOM and/or the impacted Participating Entity.

9.0 GENERAL PROVISIONS

9.1 GOVERNING LAW/VENUE
This Contract shall be construed and interpreted in accordance with the laws of the State of Mississippi, and the venue of any action brought hereunder shall be in the Circuit Court of Hinds County, First Judicial District. Governing law and venue for participating entities outside the State of Mississippi are prescribed in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions (attached).

9.2 SEVERABILITY
If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.
Contract 8200027990 with HME, Incorporated for Fire Trucks and Fire Apparatus

abrogated the Participating State’s sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

9.8 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Mississippi, when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.9 INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Mississippi that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor’s liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The State of Mississippi will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor’s premises/operations, products/completed operations, personal injury and advertising injury, and contractual liability, and contain separation of insured’s (cross liability) conditions.

Contractor waives all rights against the State of Mississippi for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

- General Aggregate Limits (other than products-completed operations) $2,000,000
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9.14 APPLICABLE STANDARD TERMS AND CONDITIONS

Appendix B titled: NASPO ValuePoint Master Agreement Standard Terms and Conditions, shall supplement the terms and conditions appearing elsewhere within this contract.

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between the State of Mississippi or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

The State of Mississippi, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the State, the State of Mississippi may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor’s Representative. Contractor shall resume performance on the next business day following the 30th day of suspension.
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continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.8 FEDERAL DEBARMENT AND SUSPENSION

The Contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11.0 CONTRACT TERMINATION

11.1 MATERIAL BREACH

A Contractor may be terminated for Cause by the State of Mississippi, at the sole discretion of the Contract Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or failure to perform or comply with any mandatory provision of the contract;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor’s proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor’s property and such appointment endangers the Contractor’s proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the State of Mississippi may issue a written cure notice. The Contractor may have a period of time in which to cure. The State of Mississippi is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the State of Mississippi. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affect any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the State of Mississippi may do any one or more of the following:
1. Exercise any remedy provided by law;
2. Terminate this Contract and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

It is expressly understood and agreed that the obligation of the State to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the State, the State shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Agreement without damage, penalty, cost or expenses to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

11.7 TERMINATION FOR CONFLICT OF INTEREST

The State of Mississippi may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated any laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the State of Mississippi and/or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

11.8 TERMINATION BY MUTUAL AGREEMENT

The State of Mississippi and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the State of Mississippi terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the State of Mississippi and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the State of Mississippi and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
Contract 8200027990 with HME, Incorporated for Fire Trucks and Fire Apparatus

1. The State of Mississippi’s Solicitation document #3120000620 with all attachments and exhibits, and all amendments thereto;
2. Contractor’s response to the Solicitation #3120000620;
3. A Participating Entity’s Participating Addendum (“PA”);
4. The terms and conditions contained on Purchaser’s Order Documents, if used; and
5. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product and/or Service to the Purchaser.

Order of Precedence:

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations.
2. A Participating Entity’s Participating Addendum (“PA”).
3. Mutually agreed written amendments to this Contract.
4. This Contract Number 8200027990.
5. The Statement of Work or Work Order.
6. The State of Mississippi’s Solicitation document with all attachments and exhibits, and all amendments thereto.
7. Contractor’s response to the Solicitation.
8. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Mississippi statute or rule of law, it is considered modified to conform to that statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, (postage prepaid), via facsimile or by electronic mail, to the parties at the addresses, fax numbers, or e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a “writing,” such communication, when digitally transmitted, shall be considered to be “in writing” or “written” to an extent no less than if it were in paper form.

<table>
<thead>
<tr>
<th>To Contractor at:</th>
<th>To State of Mississippi at:</th>
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<tbody>
<tr>
<td>HME, Incorporated</td>
<td>State of Mississippi</td>
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<td>Department of Finance and Administration</td>
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<td>Office of Purchasing, Travel and Fleet Management</td>
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<td>Attn:</td>
<td>Attn:</td>
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<tr>
<td>Rick Vorel</td>
<td>Contract Administrator</td>
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<td>Billy Beard, CMPA</td>
<td>Richard Vorel</td>
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<td>Print or Type Name</td>
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<td>Title</td>
<td>President</td>
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<thead>
<tr>
<th>Billy Beard</th>
<th>9-23-16</th>
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<tbody>
<tr>
<td>Signature</td>
<td>Date</td>
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<tr>
<th>Aubrey Leigh Goodwin, CMPA, Esq.</th>
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<tr>
<td>Print or Type Name</td>
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<tr>
<td>Title</td>
<td>Chief Procurement Officer</td>
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<th>Signature</th>
<th>Date</th>
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<tr>
<td>Aubrey Leigh Goodwin</td>
<td>9/23/16</td>
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</table>
### Contract 8200027990 with HME, Incorporated for Fire Trucks and Fire Apparatus

<table>
<thead>
<tr>
<th>Determination</th>
<th>“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluation Committee</td>
<td>“Evaluation Committee” means a body appointed to perform the evaluation of Offeror’s proposals.</td>
</tr>
<tr>
<td>Finalist</td>
<td>“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.</td>
</tr>
<tr>
<td>State of Mississippi</td>
<td>“State of Mississippi” means the State of Mississippi conducting this cooperative procurement, evaluation, and award.</td>
</tr>
<tr>
<td>Mandatory</td>
<td>“Mandatory” – the terms “must”, “shall”, “will”, “is required”, or “are required”, identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.</td>
</tr>
<tr>
<td>Master Agreement</td>
<td>“Master Agreement” means the underlying agreement executed by and between the State of Mississippi, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.</td>
</tr>
<tr>
<td>Minor Technical Irregularities</td>
<td>“Minor Technical Irregularities” means anything in the proposal that does not affect the price quality and quantity or any other mandatory requirement.</td>
</tr>
<tr>
<td>Multiple Source Award</td>
<td>“Multiple Source Award” means an award of an indefinite quantity contract for one or more similar services, items of tangible personal property or construction to more than one Offeror.</td>
</tr>
<tr>
<td>NASPO ValuePoint</td>
<td>“NASPO ValuePoint” means the cooperative purchasing program of the National Association of State Procurement Officials (NASPO).</td>
</tr>
<tr>
<td>Offeror</td>
<td>“Offeror” means the company or firm who submits a proposal in response to this Request for Proposal.</td>
</tr>
<tr>
<td><strong>Sealed</strong></td>
<td>&quot;Sealed&quot; in terms of a non-electronic submission means, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The State reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the State of Mississippi Contract Administrator. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the State of Mississippi Contract Administrator in such cases. The sealed proposal will be used for the public file.</td>
</tr>
<tr>
<td><strong>Staff</strong></td>
<td>&quot;Staff&quot; means any individual who is a full-time, part-time, or an independently contracted employee with the Offeror’s company.</td>
</tr>
<tr>
<td><strong>Statement of Concurrence</strong></td>
<td>&quot;Statement of Concurrence&quot; means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. &quot;We concur&quot;, &quot;Understands and Complies&quot;, &quot;Comply&quot;, &quot;Will Comply if Applicable&quot; etc.).</td>
</tr>
<tr>
<td><strong>Written</strong></td>
<td>&quot;Written&quot; means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.</td>
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</tbody>
</table>
Contract 8200027990 with HME, Incorporated for Fire Trucks and Fire Apparatus

Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to participate through execution of a Participating Addendum.

Product means any equipment, software (including embedded software), documentation, service or other deliverable, supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state (as well as the District of Columbia and U.S territories), city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase. Also referred to as “Purchaser” in the body of the Master Agreement.

NASPO ValuePoint Program Provisions

3. TERM OF THE MASTER AGREEMENT
a. The initial term of this Master Agreement is for three (3) years. This Master Agreement may be extended beyond the original contract period for two (2) additional one year periods at the Lead State’s discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

b. The Master Agreement may be extended for a reasonable period of time, not to exceed six months, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.

4. AMENDMENTS
The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. PARTICIPANTS AND SCOPE
a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating
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with a Purchasing Entity’s laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. ADMINISTRATIVE FEES

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO VALUEPOINT SUMMARY AND DETAILED USAGE REPORTS

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.wncpo/calculator.aspx. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in the Attached Template.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g.
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10. RIGHT TO PUBLISH
Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint’s opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. PRICE AND RATE GUARANTEE PERIOD
All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 180 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. INDIVIDUAL CUSTOMERS
Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

Administration of Orders

13. ORDERING
a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. Purchasing Entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
15. LAWS AND REGULATIONS
Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. INSPECTION AND ACCEPTANCE
a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.

b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.

d. The warranty period shall begin upon Acceptance.

e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.
b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor’s general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor’s liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities’ rights and Contractor’s obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

e. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement’s termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor’s liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. RECORDS ADMINISTRATION AND AUDIT
a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity’s state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
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acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

24. PUBLIC INFORMATION
This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity’s public information laws.

25. ASSIGNMENT/SUBCONTRACTS
a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

26. CHANGES IN CONTRACTOR REPRESENTATION
The Contractor must notify the Lead State of changes in the Contractor’s key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor’s proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor’s proposal.

27. INDEPENDENT CONTRACTOR
The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. CANCELLATION
Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days’ written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days’ written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. FORCE MAJEURE
Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, strikes, floods, epidemics, other acts of God, or war which are beyond that party’s reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
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(c) Reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor’s reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys’ fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state’s sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. GOVERNING LAW AND VENUE

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity’s or Purchasing Entity’s State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity’s State.
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NASPO Cooperative Purchasing Organization, LLC

Cooperative Contract Sales Reporting Data Requirements and Data Format

This is the minimally acceptable reporting requirement for NASPO ValuePoint cooperative contracts. These elements are NOT negotiable. The field size of certain elements may be adjusted, with authorization from NASPO ValuePoint Cooperative Development Team to accommodate differences in the Vendor Contract Number size.

Lead times should be avoided if possible. Fields should be right justified with no data should be left blank.

Reports should be submitted in Microsoft Excel (97-03) format or an equivalent approved by the NASPO ValuePoint Cooperative Development Team.

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<th>COL #</th>
<th>Field Description</th>
<th>Data Type</th>
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<td>Lead State assigned contract number (using Lead State's numbering protocol)</td>
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Distributors in New Mexico:

Firefighter Trucks
Principal: Jeff Wood
2050 W. Hadley Ave.
Unit C
Las Cruces, NM 88007
Phone: 575-523-0755
Cell: 575-640-5827
Email: jw@firefightertrucks.net
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10. **Purchasing Cooperative Members:** Contractor agrees to sell the goods and services on this contract to political subdivisions and nonprofit corporations: Yes X.

11. **Subcontractors:** Vendor has identified the following subcontractors as participants in the fulfillment of contract requirements and has provided a briefly describe the nature of equipment/services to be performed. (Reference Section 4.2)

12. **Customer References:** Customers may contact the Contractor for a list of references for any category of fire apparatus and service available through this Contract.