CONTRACT

(fee-for-goods or services contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date	End Date	Agency Tracking #	Edison Record ID
4/24/2023	12/31/2024		78184

Contractor Legal Entity Name	Edison Vendor ID
E-ONE INC	268963

Goods or Services Caption (one line only)

Fire Apparatus – NASPO PA

Contractor	Assistance Listing Number#
☒ Contractor	

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2023	$0.00				$0.00
2024	$1,978,930.00				$1,978,930.00
TOTAL:	$1,978,930.00				$1,978,930.00

Contractor Ownership Characteristics:

☐ Minority Business Enterprise (MBE):

☐ African American ☐ Asian American ☐ Hispanic American ☐ Native American

☐ Woman Business Enterprise (WBE)

☐ Tennessee Service Disabled Veteran Enterprise (SDVBE)

☐ Disabled Owned Business (DSBE)

☐ Tennessee Small Business Enterprise (SBE): $10,000,000.00 averaged over a three (3) year period or employs no more than ninety-nine (99) employees.

☐ Government ☐ Non-Minority/Disadvantaged ☐ Other:

Selection Method & Process Summary (mark the correct response to confirm the associated summary)

☐ Competitive Selection	
☒ Other	NASPO Participating Addendum

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

J. Michael Winston

Digitally signed by J. Michael Winston
Date: 2023.04.13 14:23:23 -05'00'

Speed Chart (optional)	Account Code (optional)

NASPO ValuePoint
PARTICIPATING ADDENDUM

FIRE TRUCKS AND FIRE APPARATUS
Led by the **State of Mississippi**

Contractor: E-One, Inc.
Master Agreement #: 8200060946
Participating Entity: State of Tennessee, Department of General Services
Participating Entity State: Tennessee
Additional Terms Attached: Yes (see attachment A); Authorized Dealer Agreement (see Exhibit 1)

Primary Contacts

	Participating Entity	Contractor
Name:	Stephanie Reedy DGS Office of Administrative Services OAS	Fred Cureton E-ONE, Inc./REV Fire Group
Address:	Tennessee Tower, 22nd Floor 312 Rosa L. Parks Ave Nashville, TN 37243	1601 SW 37th Avenue Ocala, FL 34474
Telephone:	615-708-9382	(205) 680-4468
Fax:		
Email:	Stephanie.Reedy@tn.gov	Fred.Cureton@RevFireGroup.com

The Participating Entity and Contractor (together, "Parties") agree that this Participating Addendum ("PA") incorporates all terms, conditions, and requirements of the Master Agreement that apply to a Participating Entity, except as specifically modified pursuant to Paragraph 3, below.

1. **Participation:** This PA may be used by the Participating Entity and all entities authorized by state statutes and other laws and regulations to utilize Participating Entity's contracts, or as otherwise authorized in writing by the Participating Entity's chief procurement officer.

2. **Term:** This PA shall become effective upon execution and shall remain in place until expiration or termination of the Master Agreement (including extensions and renewals thereof), unless terminated earlier in accordance with the terms of this PA and the Master Agreement.

3. **Modifications:** Any additions or modifications to the Master Agreement that have been negotiated and agreed to by the Parties shall be outlined in an attachment to this PA and shall have no effect on the Master Agreement as it applies to other Participating Entities.

4. **Approval:** The Participating Entity certifies that it has obtained all necessary approvals required by the Master Agreement and has the authority to enter into this agreement.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Christi W. Branscom / JH. Digitally signed by Julie Hannah DN: cn=Julie Hannah, o=Assistant Commissioner-Chief of Staff, ou=Department of General Services, email=Julia.Hannah@tn.gov, c=US Date: 2023.04.13 18:04:18 -05'00'	Signature: Fred Cureton
Name: Christi W. Branscom	Name: Fred Cureton
Title: Commissioner	Title: National Contract Manager
Date:	Date: 04/06/2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

ATTACHMENT A

State of Tennessee

(“State,” “Participating Entity,” or “Purchasing Entity”)

NASPO ValuePoint Point, E-One, Inc.

Additional Terms and Conditions

1. **Section 1 -- Background Information**

    1.1. This Contract is for the provision of Fire Trucks and Fire Apparatus for the procurement of a mid-mount aerial platform fire apparatus for use by the Tennessee Fire and Codes Academy (TFACA) through NASPO ValuePoint Point for the State of Tennessee, Department of General Services.

2. **Section 2 -- Standard Terms of the Solicitation**

    2.1. **Respondent Registration**. Pursuant to Tenn. Code Ann. § 4-56-105 all respondents must be registered prior to the issuance of a contract or a purchase order. Respondents can register online at the State of Tennessee Supplier Portal:

    https://hub.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST

    2.2. **Performance**. The respondent who is awarded a contract will be responsible for delivering the goods out in this Contract. All goods or services are subject to inspection and evaluation by the State.

    2.3. **Tax Exemption**. The State of Tennessee is exempt from local, state, and federal excise taxes. These taxes shall not be included in Contractor’s prices. The successful Contractor shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this Contract.

    2.4. **Pricing**. The pricing shall be as set forth in the Master Agreement No. 8200060946

    2.5. **Safety of Chemical Products**. All Contractors awarded a contract must maintain, for all of its chemical products available under this Contract, a Safety Data Sheet ("SDS") on the chemical manufacturer's website. A site operated by or on behalf of the manufacturer or a relevant trade association is acceptable so long as the information is accessible to the public, free of charge.

2.6. **Department of Revenue Registration**. Contractor must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award a contract unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Contractor is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of this Participating Addendum. To register, please visit the Department of Revenue's Tennessee Taxpayer Access Point (TNTAP) website for Online Registration and the Vendor Contract Questionnaire. These resources are available at the following: https://tntap.tn.gov/eservices/_/#1

3. **Section 3 – SCOPE:**

3.1. **Scope.** The Contractor shall provide all Goods or Services and deliverables as required and described in the Master Agreement as well as meet all service and delivery timelines.

4. **Section 4 – TERM OF CONTRACT:**

4.1. **Term of Contract.** This Contract shall be effective for the period beginning on April 24, 2023 (“Effective Date”) and ending on December 31, 2024 (“Term”). The State shall have no obligation for goods delivered or services provided by the Contractor prior to the Effective Date.

4.2. **Renewal Options**. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to 2 renewal options under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

5. **Section 5 – PAYMENT TERMS AND CONDITIONS:**

5.1. **Maximum Liability.** In no event shall the maximum liability of the State under this Contract exceed one million nine hundred seventy-eight thousand nine hundred thirty dollars ($1,978,930.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

5.2. **Compensation Firm.** The prices identified in this Contract, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source shall constitute the entire compensation due the Contractor for all goods or services provided under this Contract regardless of the difficulty, materials or equipment required. The prices identified includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Contractor.

5.3. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

5.4. **Invoice Requirements.** The Contractor shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Contract. Contractor shall submit invoices and necessary supporting documentation to the State Agency that requested goods or services no later than thirty (30) days after goods or services have been provided.

a) Each invoice, on Contractor's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):
   1. Invoice number (assigned by the Contractor);
   2. Invoice date;
   3. Contract number (assigned by the State);
   4. Purchase order number (assigned by the State);
   5. Customer account name: The State of Tennessee;
   6. Customer account number (assigned by the Contractor to the above-referenced Customer);
   7. Contractor name;
   8. Contractor Tennessee Edison supplier ID number;
   9. Contractor contact for invoice questions (name, phone, or email);
   10. Contractor remittance address;
   11. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
   12. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
   13. Applicable payment methodology of each good or service invoiced;
   14. Amount due for each compensable unit of good or service; and
   15. Total amount due for the invoice period.

b) Contractor's invoices shall:
   1. Only include charges for goods delivered or services provided as described in this Contract and in accordance with payment terms and conditions set forth in this Contract;
   2. Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
   3. Not include a line item for Contractor's taxes, which includes without limitation Contractor's sales and use tax, excise taxes, franchise taxes, real or personal Property taxes, or income taxes; and
   4. Include shipping or delivery charges only as authorized in this Contract.

The timeframe for payment (or any discounts) begins only when the State is in receipt of an undisputed invoice that meets the minimum requirements of this Section.

5.5. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

5.6. **Invoice Reductions.** The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with this Contract, to not constitute proper compensation for goods delivered or services provided.

5.7. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Contractor.

5.8. **Prerequisite Documentation**. The Contractor shall not invoice the State under this Contract until the State has received the following, properly completed documentation.

a) The Contractor shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once this form is received by the State, payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee, may be made by ACH; and

b) The Contractor shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Contractor's Federal Employer Identification Number or Social Security Number referenced in the Contractor's Edison registration information.

6. Section 6 – MANDATORY TERMS AND CONDITIONS

6.1. **Substitute Items Offered by the Contractor.** In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Contractor may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Contractor requests to make the substitution. Contractor shall not make any substitutions for awarded items without the State's prior, written approval. Contractor shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.

6.2. **Purchase Order Release.** Agency submission of a purchase order to Contractor authorizes Contractor to deliver goods or provide services.

6.3. **Delivery.** Contractor shall provide all goods or services as required and described in in the Master Agreement. Vehicle must be delivered within approximately twenty-seven (27) months after receipt of a purchase order.

6.4. **Required Approvals.** The State is not bound by this Contract until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Contract, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

6.5. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a party.

The Contractor:

E-One, Inc.
Fred Cureton
1601 SW 37th Avenue, Ocala, FL 34474
Fred.Cureton@RevFireGroup.com
(205) 680-4468

State of Tennessee:

Stephanie Reedy
Office of Administrative Services OAS
Tennessee Tower, 22nd Floor 312 Rosa L. Parks Ave Nashville, TN 37243
Nashville TN 37243
615-708-9382
Stephanie.Reedy@tn.gov

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

6.6. **Modification and Amendment.** This Contract may be modified only by a written amendment signed by all parties and approved by all applicable State officials.

6.7. **Subject to Funds Availability.** The Contract is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Contract upon written notice to the Contractor. The State's exercise of its right to terminate this

Contract shall not constitute a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. If the State terminates this Contract due to lack of funds availability, the Contractor shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Contract due to unavailability of funds, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

6.8. **Termination for Convenience.** The State may terminate this Contract for convenience without cause and for any reason. The State shall give the Contractor at least thirty (30) days written notice before the termination date. The Contractor shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Contractor for compensation for any goods neither requested nor accepted by the State or for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State for any damages or claims arising under this Contract.

6.9. **Termination for Cause.** If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor materially violates any terms of this Contract ("Breach Condition"), the State shall have the right to immediately terminate the Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the contractor shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Contract.

6.10. **Conflicts of Interest.** The Contractor warrants that no part of the Contractor's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed under this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

6.11. **Nondiscrimination.** The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Contractor shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

6.12. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

a) The Contractor agrees that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-.html, semi-annually during the Term. If the Contractor is a party to more than one contract with the State, the Contractor may submit one attestation that applies to all contracts with the State. All Contractor attestations shall be maintained by the Contractor and made available to State officials upon request.

b) Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the Term, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Contract. Attestations obtained from subcontractors shall be maintained by the Contractor and made available to State officials upon request.

c) The Contractor shall maintain records for all personnel used in the performance of this Contract. Contractor's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d) The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e) For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Contract.

6.13. **Records.** The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

6.14. **Monitoring.** The Contractor's activities conducted and records maintained, pursuant to this Contract, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

6.15. **Progress Reports.** The Contractor shall submit brief, periodic, progress reports to the State as requested.

6.16. **Strict Performance.** Failure by any Party to this Contract to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

6.17. **Independent Contractor.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties are independent contracting entities. Nothing in this Contract shall be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not employees or agents of the other party.

6.18. **Patient Protection and Affordable Care Act.** The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

6.19. **Limitation of State's Liability**. The State shall have no liability except as specifically provided in this Contract. In no event will the State be liable to the Contractor or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. Notwithstanding anything else herein, the State's total liability under this Contract (including without limitation any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability. This limitation of liability is cumulative and not per incident.

6.20. **Limitation of Contractor's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under this Contract shall be limited to an amount equal to two (2) times the Maximum Liability amount and as may be amended. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract or otherwise. PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Contract providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

6.21. **Hold Harmless.** The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys' fees, court costs, expert witness fees, and other litigation expenses for the State to enforce the terms of this Contract.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

6.22. **HIPAA Compliance.** The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Contract.

a) Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b) Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c) The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

6.23. **Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the Term.

6.24. **Tennessee Department of Revenue Registration.** The Contractor shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 -- 608. Compliance with applicable registration requirements is a material requirement of this Contract.

6.25. **Debarment and Suspension.** The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d) have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

6.26. **Force Majeure**. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Contract arising from a Force Majeure Event is not a default under this Contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Contractor's representatives, suppliers, subcontractors, customers or business apart from this Contract is not a Force Majeure Event under this Contract. Contractor will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Contractor's performance longer than forty-eight (48) hours, the State may, upon notice to Contractor: (a) cease payment of the fees for the affected obligations until Contractor resumes performance of the affected obligations; or (b) immediately terminate this Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Contractor will not increase its charges under this Contract or charge the State any fees other than those provided for in this Contract as the result of a Force Majeure Event.

6.27. **State and Federal Compliance.** The Contractor shall comply with all State and federal laws and regulations applicable to Contractor in the Contractor's performance of this Contract.

6.28. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Contract. The Contractor acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Contract shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 -- 408.

6.29. **Entire Agreement.** This Contract is complete and contains the entire understanding between the parties relating to its subject matter, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties, whether written or oral.

6.30. **Severability.** If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Contract shall not be affected and shall remain in full force and effect. The terms and conditions of this Contract are severable.

6.31. **Headings.** Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

6.32. **Iran Divestment Act.** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

6.33. **Boycott of Israel.** The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

6.34. **Insurance Requirements:**

6.34.1. **Insurance.** Contractor shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Contract. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Contractor loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Contractor shall notify the State immediately. The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Contractor to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Contractor's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Contract.

If the Contractor desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Contractor must provide a certificate of self-insurance or a letter on the Contractor's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Contractor to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Contractor shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Contractor's policy.

The Contractor agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Contractor's sole responsibility. Any deductible over fifty thousand dollars ($50,000) must be approved by the State. The Contractor agrees that the insurance requirements specified in this Section do not reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Contractor as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Contractor of its obligations under this Section to the extent that the Contractor can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Contractor or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the work. Purchases or contracts involving any hazardous activity or equipment, tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

6.34.2. Workers' Compensation and Employer Liability Insurance

a) For Contractors statutorily required to carry workers' compensation and employer liability insurance, the Contractor shall maintain:

b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

c) In an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

d) If the Contractor certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Contractor shall furnish written proof of such exemption for one or more of the following reasons:

1. The Contractor employees fewer than five (5) employees;

2. The Contractor is a sole proprietor;

3. The Contractor is in the construction business or trades with no employees;

4. The Contractor is in the coal mining industry with no employees;

5. The Contractor is a state or local government; or

6. The Contractor self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

6.34.3. <u>Commercial General Liability Insurance.</u>

a) The Contractor shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, independent contractors, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

b) The Contractor shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

6.34.4. <u>Automobile Liability Insurance.</u>

The Contractor shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles). The Contractor shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

6.35. **<u>Major Procurement Contract Sales and Use Tax.</u>** Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Contractor and the Contractor's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Contractor or the Contractor's subcontractors and that are subject to tax.

6.36. **<u>Confidentiality of Records.</u>** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Contractor to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Contractor shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Contract.

7. Section 7 – SPECIAL TERMS AND CONDITIONS

7.1. **Conflicting Terms and Conditions.** Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, the special terms and conditions shall be subordinate to the Contract's other terms and conditions.

7.2. **Prohibited Advertising or Marketing.** The Contractor shall not suggest or imply in advertising or marketing materials that Contractor's goods or services are endorsed by the State. The restrictions on Contractor advertising or marketing materials under this Section shall survive the termination of this Contract.

7.3. **State Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Contractor under this Contract including full rights to use the goods and transfer title in the goods to any third parties.

7.4. **Unencumbered Personnel.** The Contractor shall not restrict its employees, agents, subcontractors or principals who perform services for the State under this Contract from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State.

7.5. **Survival.** The terms, provisions, representations, and warranties contained in this Contract which by their sense and context are intended to survive the performance and termination of this Contract, shall so survive the completion of performance and termination of this Contract.

For Tennessee – The dealer is:

Allsource Enterprises, LLC. dba Safe Industries
Contact: Meredith Martin
Address: 5031 HWY 153, Easley, SC 29642
Phone Number(s): 864-845-7175, 864-671-2233
Email(s): mmartin@safeindustries.com; receivables@safeindustries.com
Website: www.safeindustries.com

AUTHORIZED DEALER AGREEMENT
EXHIBIT 1 to PARTICIPATING ADDENDUM FOR: THE STATE OF TENNESSEE UNDER THE NASPO VALUEPOINT MASTER AGREEMENT # 8200060946, Fire Trucks and Fire Apparatus

The State of Tennessee acting through the Department of General Services ("State") and E-One Inc. ("Contractor") have entered into participating addendum – Fire Trucks and Fire Apparatus, **Edison Contract <u>#78183</u>** ("Edison Contract") to provide a mid-mount aerial platform fire apparatus for use by the Tennessee Fire and Codes Academy (TFACA). The Edison Contract is a result of the Contractor's NASPO ValuePoint Master Agreement Contract# 8200060946 ("Master Agreement"). In connection therewith, _Allsource Enterprises, LLC. dba Safe Industries_ **(the Authorized Owned and Operated Dealer ("Authorized Dealer") name)**, _LLC_ **(type of business)** the Authorized Dealer may from time to time provide fire trucks and fire apparatus related to the State under this agreement.

Whereas this Authorized Dealer Agreement (the "Agreement") will identify the responsibilities of the Authorized Dealer to provide fire trucks and fire apparatus to the State and serve to bind the Authorized Dealer to the terms and conditions in connection with the Master Agreement, Participating Addendum, and the Agreement. Now, therefore, by signing this Agreement, the Authorized Dealer hereby agrees to abide by the terms and conditions of the Agreement, Participating Addendum, and the Master Agreement and additionally, to the terms and conditions as set forth below:

TERMS AND CONDITIONS.

1. **<u>Scope.</u>** The Authorized Dealer shall provide all goods or services and deliverables as required, described, and detailed in the Scope or Specifications set forth in the Master Agreement and meet all service and delivery timelines. As stated in the Master Agreement, Safe Industries is providing products and services to the Lead State and any Participating States through Authorized Dealers who are not owned by E-One, Inc. The Authorized Dealer operates independently from E-One, Inc. and the Related Dealers and, as such, the Authorized Dealers are not subcontractors, representatives, agents or employees of E-One, Inc. as those terms are used in the Master Agreement, the Participating Addendum or this Agreement. Under the terms of the Master Agreement, E-One, Inc. is not liable for the services performed for the Lead State or any Participating State by such Authorized Dealers, including under Section 9.6 (Indemnification and Hold Harmless) of the Master Agreement, and did not make representations or warranties on behalf of such Authorized Dealers. E-One, Inc. has relied upon agreements between each Authorized Dealer and the Participating State ("Agreements") to establish contractual privity to pursue claims directly against such Authorized Dealers and to have Authorized Dealers make representations regarding insurance, debarment, etc. directly to the Participating State.

   The following products or services <u>are</u> included in this Participating Addendum portfolio:

   - Platform 86'+Mid-Mount, mid-mount aerial platform fire apparatus, firetruck, Model AEMM-TYPN-095P, 13% discount, Aerial category.

2. **<u>Term of Contract.</u>** This Agreement shall be effective for the period beginning on April 24, 2023 ("Effective Date") and ending on December 31, 2024 ("Term"). The State shall have no

obligation for goods delivered or services provided by the Authorized Dealer prior to the Effective Date.

3. **Renewal Options**. This Agreement may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to 2 renewal options under the same terms and conditions, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

4. **Authorized Dealer Registration.** Pursuant to Tenn. Code Ann. § 4-56-105 all respondents must be registered prior to the issuance of a contract or a purchase order. Respondents can register online at the State of Tennessee Supplier Portal: https://hub.edison.tn.gov/psp/paprd/SUPPLIER/SUPP/h/?tab=PAPP_GUEST

5. Inspection and Acceptance. The State shall have the right to inspect all goods or services provided by Authorized Dealer under this Agreement. If, upon inspection, the State determines that the goods or services are Defective, the State shall notify Authorized Dealer, and Authorized Dealer shall re-deliver the goods or provide the services at no additional cost to the State. If after a period of thirty (30) days following delivery of goods or performance of services the State does not provide a notice of any Defects, the goods or services shall be deemed to have been accepted by the State.

6. Maximum Liability. In no event shall the maximum liability of the State under this Agreement exceed one million nine hundred seventy-eight thousand nine hundred thirty dollars ($1,978,930.00) ("Maximum Liability"). This Agreement does not grant the Authorized Dealer any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Agreement. Subject to the terms and conditions of this Agreement, the Authorized Dealer will only be paid for goods or services provided under this Agreement after a purchase order is issued to Authorized Dealer by the State or as otherwise specified by this Agreement.

7. **Compensation Firm.** The prices identified in this Agreement, whether derived from an awarded published catalog, price list, price schedule, or other mutually agreed upon source shall constitute the entire compensation due the Authorized Dealer for all goods or services provided under this Agreement regardless of the difficulty, materials or equipment required. The prices identified includes all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Authorized Dealer.

8. **Travel Compensation.** The Contractor shall not be compensated or reimbursed for travel time, travel expenses, meals, or lodging.

9. **Invoice Requirements.** The Authorized Dealer shall invoice the State only for goods delivered and accepted by the State or services satisfactorily provided at the amounts stipulated in this Agreement. Authorized Dealer shall submit invoices and necessary supporting documentation to the State Agency that requested goods or services no later than thirty (30) days after goods or services have been provided.

   a) Each invoice, on Authorized Dealer's letterhead, shall clearly and accurately detail all of the following information (calculations must be extended and totaled correctly):

1. Invoice number (assigned by the Authorized Dealer);
2. Invoice date;
3. Agreement number (assigned by the State);
4. Purchase order number (assigned by the State);
5. Customer account name: The State of Tennessee;
6. Customer account number (assigned by the Authorized Dealer to the above- referenced Customer);
7. Authorized Dealer name;
8. Authorized Dealer Tennessee Edison supplier ID number;
9. Authorized Dealer contact for invoice questions (name, phone, or email);
10. Authorized Dealer remittance address;
11. Description of delivered goods or services provided and invoiced, including identifying information as applicable;
12. Number of delivered or completed units, increments, hours, or days as applicable, of each good or service invoiced;
13. Applicable payment methodology of each good or service invoiced;
14. Amount due for each compensable unit of good or service; and
15. Total amount due for the invoice period.

b) Authorized Dealer's invoices shall:

1. Only include charges for goods delivered or services provided as described in this Agreement and in accordance with payment terms and conditions set forth in this Agreement;
2. Only be submitted for goods delivered or services completed and shall not include any charge for future goods to be delivered or services to be performed;
3. Not include a line item for Authorized Dealer's taxes, which includes without limitation Authorized Dealer's sales and use tax, excise taxes, franchise taxes, real or personal Property taxes, or income taxes; and
4. Include shipping or delivery charges only as authorized in this Agreement.

The timeframe for payment (or any discounts) begins only when the State is in receipt of an undisputed invoice that meets the minimum requirements of this Section.

10. **Payment of Invoice.** A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or other matter. A payment by the State shall not be construed as acceptance of goods delivered, any part of the services provided, or as approval of any amount invoiced.

11. **Invoice Reductions.** The Authorized Dealer's invoice shall be subject to reduction for amounts included in any invoice or payment that is determined by the State, on the basis of audits conducted in accordance with this Agreement, to not constitute proper compensation for goods delivered or services provided.

12. **Deductions.** The State reserves the right to deduct from amounts, which are or shall become due and payable to the Authorized Dealer under this or any Agreement between the Authorized Dealer and the State of Tennessee, any amounts that are or shall become due and payable to the State of Tennessee by the Authorized Dealer.

13. **Prerequisite Documentation**. The Authorized Dealer shall not invoice the State under this Agreement until the State has received the following, properly completed documentation.

a) The Authorized Dealer shall complete, sign, and present to the State the "Authorization Agreement for Automatic Deposit Form" provided by the State. By doing so, the Authorized Dealer acknowledges and agrees that, once this form is received by the State, payments to the Authorized Dealer, under this or any other Agreement the Authorized Dealer has with the State of Tennessee, may be made by ACH; and

b) The Authorized Dealer shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Authorized Dealer's Federal Employer Identification Number or Social Security Number referenced in the Authorized Dealer's Edison registration information.

14. **Substitute Items Offered by the Authorized Dealer.** In the event that an awarded item is no longer being manufactured or is replaced by a functionally equivalent item with superior technological features to the item being replaced, Authorized Dealer may offer a substitute item ("Substitute"). The Substitute shall: (a) meet or exceed the functional, technical, and performance characteristics of the item being replaced; (b) not exceed the cost of the item being replaced by more than ten percent (10%); and (c) be available for order on the date Authorized Dealer requests to make the substitution. Authorized Dealer shall not make any substitutions for awarded items without the State's prior, written approval. Authorized Dealer shall submit any proposed substitutions to the Central Procurement Office and include sufficient information to show that criteria (a) -- (c) above are met. The Central Procurement Office may request sample Substitutes for inspection or testing.

15. **Purchase Order Release.** Agency submission of a purchase order to Authorized Dealer authorizes Authorized Dealer to deliver goods or provide services.

16. **Delivery.** Authorized Dealer shall provide all goods and services as required and described in the Agreement. Vehicle must be delivered within approximately twenty-seven (27) months after receipt of a purchase order.

17. **Required Approvals.** The State is not bound by this Agreement until it is duly approved by the Parties and all appropriate State officials in accordance with applicable Tennessee laws and regulations. Depending upon the specifics of this Agreement, this may include approvals by the Commissioner of Finance and Administration, the Commissioner of Human Resources, the Comptroller of the Treasury, and the Chief Procurement Officer. Approvals shall be evidenced by a signature or electronic approval.

18. **Communications and Contacts.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email. All communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as stated below or any other address provided in writing by a party.

The Authorized Dealer:

Allsource Enterprises, LLC. dba Safe Industries
Meredith Martin
5031 HWY 153, Easley, SC 29642
mmartin@safeindustries.com
864-845-7175

State of Tennessee:

Stephanie Reedy
Office of Administrative Services OAS
Tennessee Tower, 22nd Floor 312 Rosa L. Parks Ave Nashville, TN 37243 Nashville TN 37243
615-708-9382
Stephanie.Reedy@tn.gov

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

19. **Modification and Amendment.** This Agreement may be modified only by a written amendment signed by all parties and approved by all applicable State officials.

20. **Subject to Funds Availability.** The Agreement is subject to the appropriation and availability of State or federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Agreement upon written notice to the Authorized Dealer. The State's exercise of its right to terminate this Agreement shall not constitute a breach of Agreement by the State. Upon receipt of the written notice, the Authorized Dealer shall cease all work associated with the Agreement. If the State terminates this Agreement due to lack of funds availability, the Authorized Dealer shall be entitled to compensation for all conforming goods requested and accepted by the State and for all satisfactory and authorized services completed as of the termination date. Should the State exercise its right to terminate this Agreement due to unavailability of funds, the Authorized Dealer shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages of any description or amount.

21. **Termination for Convenience.** The State may terminate this Agreement for convenience without cause for any reason. The State's election to terminate this Agreement for convenience shall be effective upon the date specified and shall not be deemed a breach of Agreement by the State. The Authorized Dealer shall be entitled to compensation for all conforming goods delivered and accepted by the State or for satisfactory, authorized services completed as of the termination date. In no event shall the State be liable to the Authorized Dealer for compensation for any good or service that has not been provided, nor shall the Authorized Dealer be relieved of any liability to the State for any damages or claims arising under this Agreement.

22. **Termination for Cause.** If the Authorized Dealer fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Authorized Dealer materially violates any terms of this Agreement ("Breach Condition"), the State shall have the right to immediately terminate the Agreement and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Authorized Dealer shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Agreement.

23. **Assignment and Subcontracting.** The Authorized Dealer shall not assign this Agreement or enter into a subcontract for any of the goods or services provided under this Agreement without the prior written approval of the State. Notwithstanding any use of the approved subcontractors, the Authorized Dealer shall be the prime Authorized Dealer and responsible for compliance with all terms and conditions of this Agreement. The State reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Agreement in whole or in part or the use of subcontractors in fulfilling the Authorized Dealer's obligations under this Agreement.

24. **Conflicts of Interest.** The Authorized Dealer warrants that no part of the Authorized Dealer's compensation shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Authorized Dealer in connection with any work contemplated or performed under this Agreement.

    The Authorized Dealer acknowledges, understands, and agrees that this Agreement shall be null and void if the Authorized Dealer is, or within the past six (6) months has been, an employee of the State of Tennessee or if the Authorized Dealer is an entity in which a controlling interest is held by an individual who is, or within the past six (6) months has been, an employee of the State of Tennessee.

25. **Nondiscrimination.** The Authorized Dealer hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Authorized Dealer on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal or state law. The Authorized Dealer shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

26. **Prohibition of Illegal Immigrants.** The requirements of Tenn. Code Ann. § 12-3-309 addressing the use of illegal immigrants in the performance of any Agreement to supply goods or services to the state of Tennessee, shall be a material provision of this Agreement, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Agreement.

    a) The Authorized Dealer agrees that the Authorized Dealer shall not knowingly utilize the services of an illegal immigrant in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Agreement. The Authorized Dealer shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at: https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/supplier-information-.html, semi-annually during the Term. If the Authorized Dealer is a party to more than one Agreement with the State, the Authorized Dealer may submit one attestation that applies to all Agreements with the State. All Authorized Dealer attestations shall be maintained by the Authorized Dealer and made available to State officials upon request.

b) Prior to the use of any subcontractor in the performance of this Agreement, and semi-annually thereafter, during the Term, the Authorized Dealer shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work under this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work under this Agreement. Attestations obtained from subcontractors shall be maintained by the Authorized Dealer and made available to State officials upon request.

c) The Authorized Dealer shall maintain records for all personnel used in the performance of this Agreement. Authorized Dealer's records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.

d) The Authorized Dealer understands and agrees that failure to comply with this section will be subject to the sanctions of Tenn. Code Ann. § 12-3-309 for acts or omissions occurring after its effective date.

e) For purposes of this Agreement, "illegal immigrant" shall be defined as any person who is not: (i) a United States citizen; (ii) a Lawful Permanent Resident; (iii) a person whose physical presence in the United States is authorized; (iv) allowed by the Federal Department of Homeland Security and who, under federal immigration laws or regulations, is authorized to be employed in the U.S.; or (v) is otherwise authorized to provide services under the Agreement.

27. **Records.** The Authorized Dealer shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Authorized Dealer, for work performed or money received under this Agreement, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

28. **Monitoring.** The Authorized Dealer's activities conducted and records maintained, pursuant to this Agreement, shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

29. **Progress Reports.** The Authorized Dealer shall submit brief, periodic, progress reports to the State as requested.

30. **Strict Performance.** Failure by any Party to this Agreement to require, in any one or more cases, the strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment signed by the Parties.

31. **Independent Authorized Dealer.** The parties shall not act as employees, partners, joint ventures, or associates of one another. The parties are independent contracting entities. Nothing in this Agreement shall be construed to create an employer/employee relationship or to allow either party to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party are not employees or agents of the other party.

32. **Patient Protection and Affordable Care Act.** The Authorized Dealer agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Authorized Dealer shall indemnify the State and hold it harmless for any costs to the State arising from Authorized Dealer's failure to fulfill its PPACA responsibilities for itself or its employees.

33. **Limitation of State's Liability.** The State shall have no liability except as specifically provided in this Agreement. In no event will the State be liable to the Authorized Dealer or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Agreement or otherwise. Notwithstanding anything else herein, the State's total liability under this Agreement (including without limitation any exhibits, schedules, amendments or other attachments to the Agreement) or otherwise shall under no circumstances exceed the Estimated Liability. This limitation of liability is cumulative and not per incident.

34. **Limitation of Authorized Dealer's Liability.** In accordance with Tenn. Code Ann. § 12-3-701, the Authorized Dealer's liability for all claims arising under this Agreement shall be limited to an amount equal to two (2) times the Estimated Liability amount and as may be amended. Except as set forth below, in no event will the Authorized Dealer be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Agreement or otherwise. PROVIDED THAT in no event shall this Section limit the liability of the Authorized Dealer for: (i) intellectual property or any Authorized Dealer indemnity obligations for infringement for third-party intellectual property rights; (ii) any claims covered by any specific provision in the Agreement providing for liquidated damages; or (iii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death.

35. **Hold Harmless.** The Authorized Dealer agrees to indemnify and hold harmless the State of

Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Authorized Dealer, its employees, or any person acting for or on its or their behalf relating to this Agreement. The Authorized Dealer further agrees it shall be liable for the reasonable cost of attorneys for the State to enforce the terms of this Agreement.

In the event of any suit or claim, the Parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Authorized Dealer of its obligations under this Section to the extent that the Authorized Dealer can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Authorized Dealer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

36. **HIPAA Compliance.** The State and Authorized Dealer shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Agreement.

a) Authorized Dealer warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Agreement.

b) Authorized Dealer warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Agreement so that both parties will be in compliance with the Privacy Rules.

c) The State and the Authorized Dealer will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and Authorized Dealer in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Agreement is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.

The Authorized Dealer will indemnify the State and hold it harmless for any violation by the Authorized Dealer or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

37. **Tennessee Consolidated Retirement System.** Subject to statutory exceptions contained in Tenn. Code Ann. §§ 8-36-801, et seq., the law governing the Tennessee Consolidated Retirement System ("TCRS"), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established under Tenn. Code Ann. §§ 8-35-101, et seq., accepts State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Agreement to the contrary, the Authorized Dealer agrees that if it is later determined that the true nature of the working relationship between the Authorized Dealer and the State under this Agreement is that of employee/employer" and not that of an independent contractor, the Authorized Dealer, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Authorized Dealer received from TCRS during the Term.

38. **Tennessee Department of Revenue Registration.** The Authorized Dealer shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 -- 608. Compliance with applicable registration requirements is a material requirement of this Agreement.

39. **Debarment and Suspension.** The Authorized Dealer certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b) have not within a three (3) year period preceding this Agreement been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d) have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

The Authorized Dealer shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

40. **Force Majeure.** "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Agreement. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Agreement arising from a Force Majeure Event is not a default under this Agreement or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure

Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Authorized Dealer's representatives, suppliers, subcontractors, customers or business apart from this Agreement is not a Force Majeure Event under this Agreement. Authorized Dealer will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Authorized Dealer's performance longer than forty-eight (48) hours, the State may, upon notice to Authorized Dealer: (a) cease payment of the fees until Authorized Dealer resumes performance of the affected obligations; or (b) immediately terminate this Agreement or any purchase order, in whole or in part, without further payment except for fees then due and payable. Authorized Dealer will not increase its charges under this Agreement or charge the State any fees other than those provided for in this Agreement as the result of a Force Majeure Event.

41. **State and Federal Compliance.** The Authorized Dealer shall comply with all applicable state and federal laws and regulations in the performance of this Agreement.

42. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Tennessee Claims Commission or the state or federal courts in Tennessee shall be the venue for all claims, disputes, or disagreements arising under this Agreement. The Authorized Dealer acknowledges and agrees that any rights, claims, or remedies against the State of Tennessee or its employees arising under this Agreement shall be subject to and limited to those rights and remedies available under Tenn. Code Ann. §§ 9-8-101 -- 407.

43. **Entire Agreement.** The Master Agreement, the Participating Addendum, and this Agreement, together with their exhibits and/or attachments if any, set forth the entire agreement between the parties concerning the State's procurement of tires. No agent, representative, employee or officer of either the State, the Contractor, or the Authorized Dealer has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all three parties.

44. **Severability.** If any terms and conditions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms and conditions of this Agreement shall not be affected and shall remain in full force and effect. The terms and conditions of this Agreement are severable.

45. **Headings.** Section headings of this Agreement are for reference purposes only and shall not be construed as part of this Agreement.

46. **Incorporation of Additional Documents.** Each of the following documents is included as a part of this Agreement by reference. In the event of a discrepancy or ambiguity regarding the Authorized Dealer's duties, responsibilities, and performance under this Agreement, these items shall govern in order of precedence below:

a) any amendment to this Agreement, with the latter in time controlling over any earlier amendments;

b) this Agreement with any attachments or exhibits (excluding the items listed at subsections c. through f., below);

c) any clarifications of or addenda to the Authorized Dealer's response seeking this Agreement;

d) the RFP as administered by NASPO, as may have been amended, requesting responses in competition for this Agreement;

e) any technical specifications provided to respondents during the procurement process to award this Agreement:

f) the Authorized Dealer's response seeking this Agreement; and,

g) the Master Agreement.

47. **<u>Iran Divestment Act.</u>** The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Agreement. The Authorized Dealer agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

48. **<u>Insurance Requirements:</u>**

1. **<u>Insurance.</u>** Authorized Dealer shall provide the State a certificate of insurance ("COI") evidencing the coverages and amounts specified below. The COI shall be provided ten (10) business days prior to the Effective Date and again upon renewal or replacement of coverages required by this Agreement. If insurance expires during the Term, the State must receive a new COI at least thirty (30) calendar days prior to the insurance's expiration date. If the Authorized Dealer loses insurance coverage, does not renew coverage, or for any reason becomes uninsured during the Term, the Authorized Dealer shall notify the State immediately.
   The COI shall be on a form approved by the Tennessee Department of Commerce and Insurance ("TDCI") and signed by an authorized representative of the insurer. The COI shall list each insurer's national association of insurance commissioners (also known as NAIC) number or federal employer identification number and list the State of Tennessee, Risk Manager, 312 Rosa L. Parks Ave., 3rd floor Central Procurement Office, Nashville, TN 37243 in the certificate holder section. At any time, the State may require the Authorized Dealer to provide a valid COI detailing coverage description; insurance company; policy number; exceptions; exclusions; policy effective date; policy expiration date; limits of liability; and the name and address of insured. The Authorized Dealer's failure to maintain or submit evidence of insurance coverage is considered a material breach of this Agreement.

   If the Authorized Dealer desires to self-insure, then a COI will not be required to prove coverage. In place of the COI, the Authorized Dealer must provide a certificate of self-insurance or a letter on the Authorized Dealer's letterhead detailing its coverage, liability policy amounts, and proof of funds to reasonably cover such expenses. Compliance with Tenn. Code Ann. § 50-6-405 and the rules of the TDCI is required for the Authorized Dealer to self-insure workers' compensation.

All insurance companies must be: (a) acceptable to the State; (b) authorized by the TDCI to transact business in the State of Tennessee; and (c) rated A- VII or better by A. M. Best. The Authorized Dealer shall provide the State evidence that all subcontractors maintain the required insurance or that the subcontractors are included under the Authorized Dealer's policy.

The Authorized Dealer agrees to name the State as an additional insured on any insurance policies with the exception of workers' compensation (employer liability) and professional liability (errors and omissions) ("Professional Liability") insurance. Also, all policies shall contain an endorsement for a waiver of subrogation in favor of the State.

The deductible and any premiums are the Authorized Dealer's sole responsibility. Any deductible over fifty thousand dollars ($50,000.00) must be approved by the State. The Authorized Dealer agrees that the insurance requirements specified in this Section do not reduce any liability the Authorized Dealer has assumed under this Agreement including any indemnification or hold harmless requirements.

The State agrees that it shall give written notice to the Authorized Dealer as soon as practicable after the State becomes aware of any claim asserted or made against the State, but in no event later than thirty (30) calendar days after the State becomes aware of such claim. The failure of the State to give notice shall only relieve the Authorized Dealer of its obligations under this Section to the extent that the Authorized Dealer can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the

Authorized Dealer or its insurer, through its attorneys, the right to represent the State in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

All coverage required shall be on a primary basis and noncontributory with any other insurance coverage or self-insurance carried by the State. The State reserves the right to amend or require additional endorsements, types of coverage, and higher or lower limits of coverage depending on the nature of the tenant, concessionaire and lease agreements, alcohol sales, cyber-liability risks, environmental risks, special motorized equipment, or property may require customized insurance requirements (e.g. umbrella liability insurance) in addition to the general requirements listed below.

2. **Workers' Compensation and Employer Liability Insurance.**

a) For Authorized Dealers statutorily required to carry workers' compensation and employer liability insurance, the Authorized Dealer shall maintain:

b) Workers' compensation and employer liability insurance in the amounts required by appropriate state statutes; or

c) In an amount not less than one million dollars ($1,000,000) including employer liability of one million dollars ($1,000,000) per accident for bodily injury by accident, one million dollars ($1,000,000) policy limit by disease, and one million dollars ($1,000,000) per employee for bodily injury by disease.

d) If the Authorized Dealer certifies that it is exempt from the requirements of Tenn. Code Ann. §§ 50-6-101 -- 103, then the Authorized Dealer shall furnish written proof of such exemption for one or more of the following reasons:

1. The Authorized Dealer employees fewer than five (5) employees;
2. The Authorized Dealer is a sole proprietor;
3. The Authorized Dealer is in the construction business or trades with no employees;
4. The Authorized Dealer is in the coal mining industry with no employees;
5. The Authorized Dealer is a state or local government; or
6. The Authorized Dealer self-insures its workers' compensation and is in compliance with the TDCI rules and Tenn. Code Ann. § 50-6-405.

3. **Commercial General Liability Insurance.**

a) The Authorized Dealer shall maintain commercial general liability insurance, which shall be written on an Insurance Services Office, Inc. (also known as ISO) occurrence form (or a substitute form providing equivalent coverage) and shall cover liability arising from property damage, premises/operations, Authorized Dealers, contractual liability, completed operations/products, personal and advertising injury, and liability assumed under an insured Agreement (including the tort liability of another assumed in a business Agreement).

b) The Authorized Dealer shall maintain bodily injury/property damage with a combined single-limit not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate for bodily injury and property damage, including products and completed operations coverage with an aggregate limit of at least two million dollars ($2,000,000).

4. **Automobile Liability Insurance.** The Authorized Dealer shall maintain automobile liability insurance which shall cover liability arising out of any automobile (including owned, leased, hired, and non-owned automobiles). The Authorized Dealer shall maintain bodily injury/property damage with a limit not less than one million dollars ($1,000,000) per occurrence or combined single limit.

49. Major Procurement Agreement Sales and Use Tax. Pursuant to Tenn. Code Ann. § 4-39-102 and to the extent applicable, the Authorized Dealer and the Authorized Dealer's subcontractors shall remit sales and use taxes on the sales of goods or services that are made by the Authorized Dealer or the Authorized Dealer's subcontractors and that are subject to tax.

50. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Agreement, the special terms and conditions shall be subordinate to the Agreement's other terms and conditions.

51. **Confidentiality of Records.** Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Authorized Dealer by the State or acquired by the Authorized Dealer on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Authorized Dealer to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Authorized Dealer due to intentional or negligent actions or inactions of agents of the State or third parties.

Confidential Information shall not be disclosed except as required or permitted under state or federal law. Authorized Dealer shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Agreement.

52. **Prohibited Advertising or Marketing.** The Authorized Dealer shall not suggest or imply in advertising or marketing materials that Authorized Dealer's goods or services are endorsed by the State. The restrictions on Authorized Dealer advertising or marketing materials under this Section shall survive the termination of this Agreement.

53. **State Ownership of Goods.** The State shall have ownership, right, title, and interest in all goods provided by Authorized Dealer under this Agreement including full rights to use the goods and transfer title in the goods to any third parties.

54. **F.O.B. Destination**. Respondent's prices shall include delivery of all items F.O.B. destination or as otherwise specified by the State.

55. **Tax Exemption.** The State of Tennessee is exempt from local, state, and federal excise taxes. These taxes shall not be included in Authorized Dealer prices. The successful Authorized Dealer shall pay all taxes lawfully imposed on it with respect to any goods or services delivered in accordance with this Contract.

56. **Department of Revenue Registration**. Respondent must be registered with the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. The State shall not award an Agreement unless the respondent provides proof of such registration or provides documentation from the Department of Revenue that the Authorized Dealer is exempt from this registration requirement. The foregoing is a mandatory requirement of an award of an Agreement pursuant to this ITB. For purposes of this registration requirement, the Department of Revenue may be contacted at: TN.Revenue@tn.gov. or https://tntap.tn.gov/eservices/_/

58. **Boycott of Israel.** The Contractor certifies that it is not currently engaged in, and covenants that it will not, for the duration of the Contract, engage in a Boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

IN WITNESS WHEREOF, the parties have caused this Authorized Dealer Agreement to be executed by their duly authorized corporate officers or agents as of the signature date below. Execution by facsimile signature shall be deemed to be, and shall have the same effect as, execution by original signature.

AUTHORIZED DEALER

x 6 April 2023

Signature Date

x Louis A. Williams, CEO

Name and Title of Signer
(Type or Print)

STATE OF TENNESSEE

Michael F. Perry by KGC

Digitally signed by Michael F. Perry by KGC
DN: cn=Michael F. Perry by KGC, o=Department of General Services , ou=Central Procurement Office, email=mike.perry@tn.gov, c=US
Date: 2023.04.10 08:46:18 -05'00'

Signature Date

Michael F. Perry, Chief Procurement Officer

Name and Title of Signer

STATE OF TENNESSEE

Christi W. Branscom /

Digitally signed by Julie Hannah
DN: cn=Julie Hannah, o=Assistant Commissioner-Chief of Staff, ou=Department of General Services, email=Julia.Hannah@tn.gov, c=US
Date: 2023.04.13 18:02:48 -05'00'

Signature Date

Christi Branscom, Commissioner

Name and Title of Signer

AUTHORIZED DEALER INFORMATION

Legal Status: ✓ Corporation __Partnership __Sole Proprietor __Franchise

Dealer Name: Allsource Enterprises, LLC. dba Safe Industries

Address: 5031 HWY 153

City, State, Zip: Easley, SC 29642

Phone: 864-845-7175 Fax:

Contact Name: Meredith Martin

Email Address: mmartin@safeindustries.com

TENNESSEE FIRE CODES ACADEMY
BELL BUCKLE, TN

QUOTE 121118

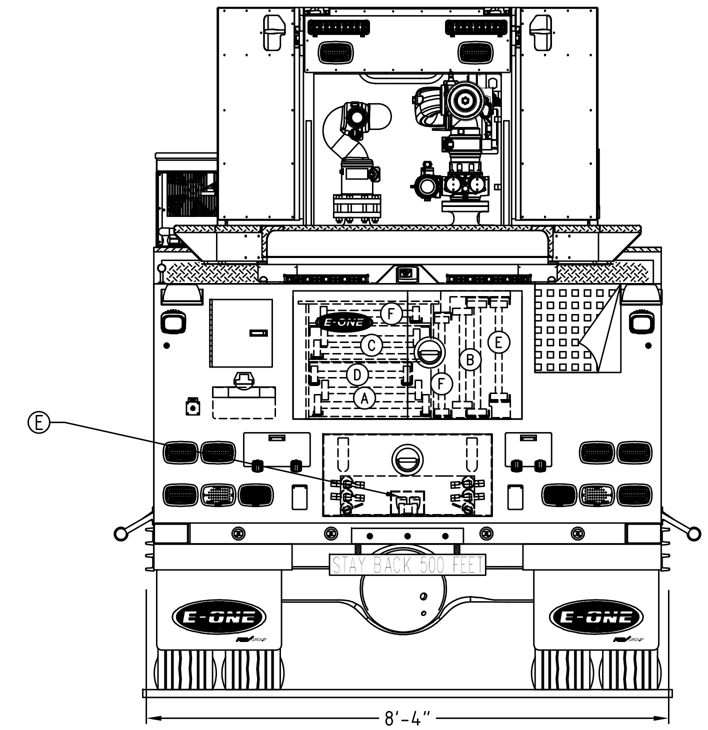
AERIAL BODY
E-ONE TYPHOON CHASSIS
HP95 MID-MOUNT PLATFORM

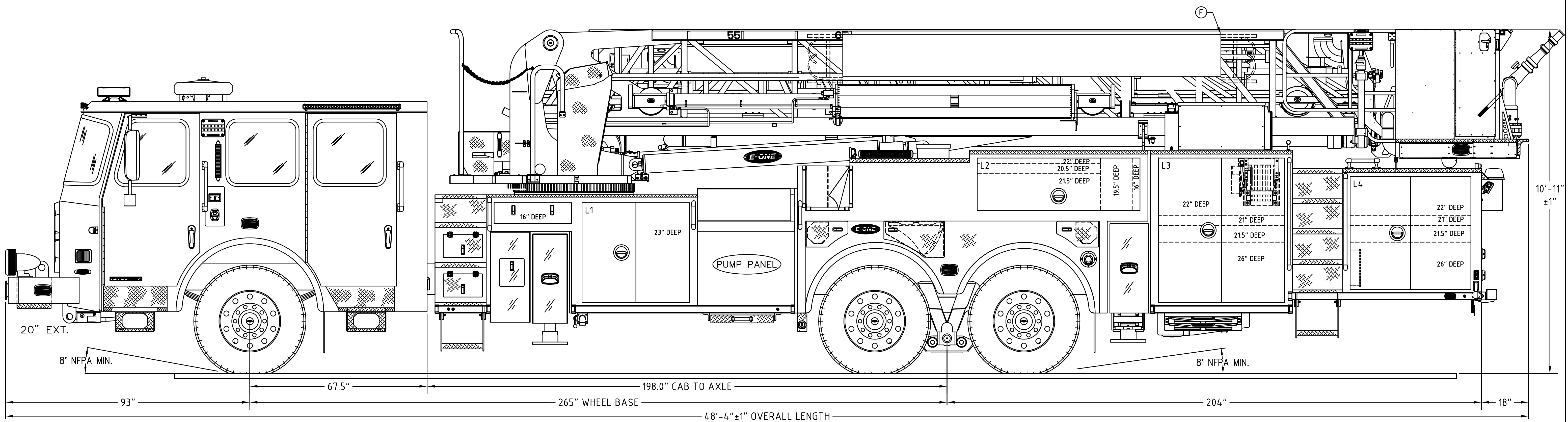
THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

2000 G.P.M. HALE 8FGR PUMP				HOSELOAD:
300 GALLON WATER TANK				800' OF 5" LDH
COMPT.	OPENING		INTERIOR DIMENSION	
L1	39W	29H	41W 38H 23D	
R1	39W	29H	41W 25H 23D UPPER 41W 13H 8D LOWER	
L2	62W	20H	62W 20H NOTED	
R2	48W	55H	48W 32H 13D UPPER 48W 23H 26D LOWER	
L3	48W	55H	48W 32H NOTED UPPER 48W 23H 26D LOWER	
L4	46W	43H	46W 25H NOTED UPPER 46W 18H 26D LOWER	
R3	19W	48H	19W 18H 13D UPPER 19W 18H 26D LOWER	
R4	46W	43H	46W 18H 13D UPPER 46W 18H 26D LOWER	

GROUND LADDERS

ITEM	LADDER LENGTH	MODEL NUMBER	QTY	
A	35' 2-SECT.	1200-A	1	
B	28' 2-SECT.	1200-A	1	
C	24' 2-SECT.	900-A	1	
D	20' ROOF	875-DR	1	
E	16' ROOF	875-DR	1	
F	14' ROOF	775-DR	3	ONE ON AERIAL
G	10' FOLDING	585-A	1	





STRAWDER	A	INITIAL RELEASE	2023-JAN-11	STRAWDER
DRAWN BY	REV	DESCRIPTION	DATE	APPROVED
APPROVAL REVISIONS				SHEET 1 OF 2

TENNESSEE FIRE CODES ACADEMY
BELL BUCKLE, TN

QUOTE 121118

AERIAL BODY
E–ONE TYPHOON CHASSIS
HP95 MID–MOUNT PLATFORM

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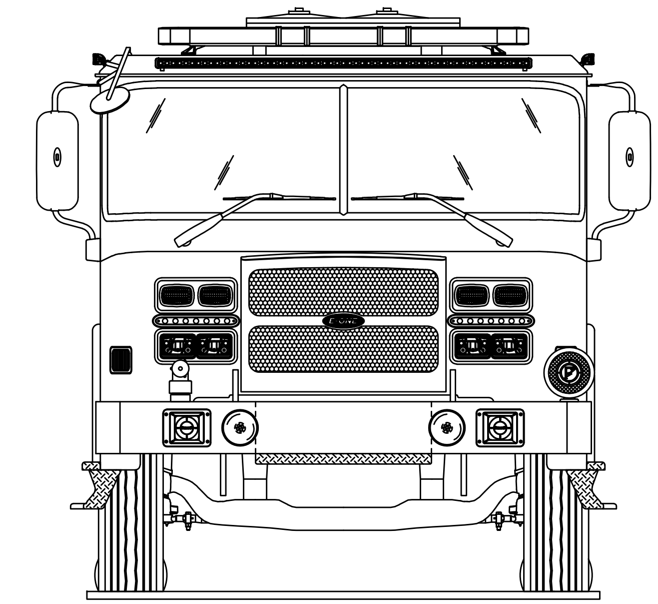

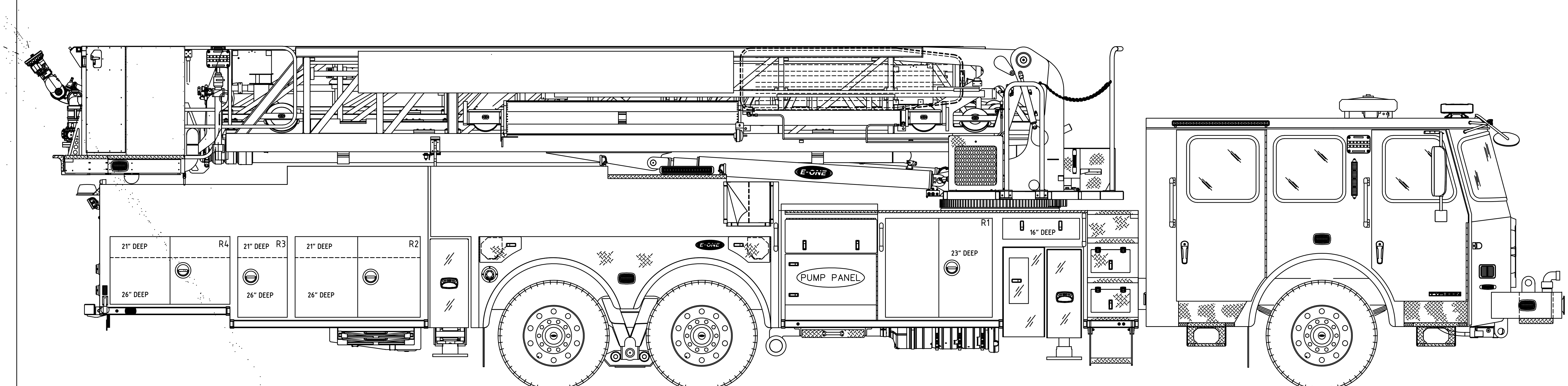

STRAWDER	A	INITIAL RELEASE	2023–JAN–11	STRAWDER
DRAWN BY	REV	DESCRIPTION	DATE	APPROVED
APPROVAL REVISIONS				SHEET 2 OF 2